

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## Technician Personnel Management Refresher Course

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## Overview

- ★ Rules of Engagement
- ★ Why are you here?
- ★ Course Objectives
- ★ Agenda and Binder Review
- ★ Resources

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## Rules of Engagement

- ★ Start, breaks, and end times – on time
- ★ Keep discussions relevant to topics
- ★ Opportunity for everyone to share and participate
- ★ One conversation at a time
- ★ Share openly, however respect privacy
- ★ Cell phones/blackberries turned off or silenced
- ★ Have Fun!

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Why are you here?

Mandatory Training:

★ Training for Supervisors. Supervisors of technician personnel must complete, as a minimum, the National Guard Technician Personnel Management Course within the first year of appointment.

★ Supervisors will receive periodic training at least every 3 years via the state HRO offices. This training specifically supports the unique regulations governing the management of NG full-time employees.

★ Source: Technician Personnel Regulation (TPR) 400

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Course Objectives

★ Increase awareness of HR-related statutory/regulatory requirements

★ Help you plan ahead to establish priorities and prevent “avoidable” problems

★ Reinforce your consideration of people’s individual, personal, and professional needs, while still ensuring that the mission is accomplished

★ Provide you with a tool kit to hit the ground running

★ Assist you in becoming a better supervisor

★ Exceed your expectations of this course

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Review of Agenda

★ Wednesday

– Welcome

– Equal Opportunity/Employment

– Self Service HR/DCPDS

– Classification & Position Management

– Recruitment & Placement

– Labor Relations

– Conduct Management

– Union

– Telework Program

★ Thursday

– Employee Benefits, EBIS & Retirements

– Performance Management

– Incentives

– Leave Administration

– OWCP

– Training & Development / Technician Travel

– Supervisor’s Work Folder

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Resources

- ★ Your Classmates
- ★ Other Supervisors
- ★ Manpower and Personnel Directorate
  - Human Resource Development Specialist (training opportunities, library)
- ★ Binder (Desktop Tool)
- ★ Public Website
- ★ Provided Policies and Regulations
- ★ Web Links

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Did you know?

- ★ According to a recent 10-year study conducted (based on interviews with over 10,000 employees at more than 700 organizations
  - Day-to-day communication between supervisory managers has more impact than any other single factor on employee productivity, quality, morale, and retention
  - *Immediate supervisors are now the most important people in the workplace*

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---


---

---

JOINT | STAFF

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Questions



UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

## Technician Support Branch

Classification WIJS-J1-CL	Staffing WIJS-J1-ST	Employee Relations WIJS-J1-SVC	Information Systems WIJS-J1-IS	Technician Training and Travel WIJS-J1-TD
TSgt Steven Ulrich ext. 3719 SSgt Samantha Kotula ext. 3704	TSgt Jacqueline Santana ext. 3722 SPC Matt Keating ext. 3710	SSgt Stacy Otwaska ext. 3712 SGT Jacob Pederson ext. 3709 MSgt Kenneth Young ext. 3711 TSgt Lee Rettmann ext. 3705	CMSgt Scott Donohue ext. 3713 MSgt Natalie Huschka ext. 3728	SrA Heather Ihlenfeldt, HRDS ext. 3708 Ms. Vicki Lipka ext. 3715
<ul style="list-style-type: none"> <li>* Position Builds</li> <li>* Realignments</li> <li>* Data Element Changes</li> <li>* POA / OH Management</li> <li>* Position Descriptions</li> <li>* PD Amendments, Addendums</li> <li>* Self-service Hierarchy</li> </ul>	<ul style="list-style-type: none"> <li>* Applicant Builds</li> <li>* Promotions</li> <li>* Change to Lower Grades</li> <li>* Pay Setting</li> <li>* Pay &amp; Grade Retention</li> <li>* Retention</li> <li>* Relocation</li> <li>* Recruitment</li> <li>* Job Announcements</li> <li>* Job Certifications</li> <li>* Compatibility</li> <li>* Appointment Extensions</li> <li>* Reassignments</li> <li>* Position Changes</li> </ul>	<ul style="list-style-type: none"> <li>* FEHB (Health Insurance)</li> <li>* FEGLI</li> <li>* NGAUS</li> <li>* Thrift Savings Plan (TSP)</li> <li>* Retirements</li> <li>* Terminations</li> <li>* Separations</li> <li>* Name Changes</li> <li>* Leave Without Pay (LWOP)</li> <li>* Return to Duty (RTD)</li> <li>* Service Computation Dates</li> <li>* Wage Grade Increases and Adj.</li> <li>* Awards (Monetary &amp; Time Off)</li> <li>* Military Deposits</li> <li>* Appraisals (PAA)</li> <li>* Mobilization &amp; Reintegration</li> <li>* Length of Service Awards</li> <li>* Workman's Compensation</li> </ul>	<ul style="list-style-type: none"> <li>* Product Distribution</li> <li>* Reports</li> <li>* Personnel System Modifications</li> <li>* Data Quality / Integrity</li> <li>* Security</li> <li>* MyBiz / My Workplace</li> <li>* Customer / User Support</li> </ul>	<ul style="list-style-type: none"> <li>* Advertises &amp; facilitates technician training</li> <li>* Defense Travel System (DTS) reviewer/approver</li> <li>* Processes Group and Individual Training Requests (SF 182)</li> <li>* Audits and manages completed training in DCPDS</li> <li>* Training and Travel Budget Manager</li> <li>* Performance Improvement Plans (PIP) Manager</li> <li>* Individual Improvement Plans (IDP) Manager</li> </ul>
<div> <div>Supervisory of Human Resources (Employee Relations, Training &amp; LRS):</div> <div>1LT Ronald Adams ext. 3707</div> </div> <div> <div>Supervisory of Human Resources (Staffing, Classification &amp; Info Systems):</div> <div>Major Caressa Tralongo ext. 3703</div> </div> <div> <div>State Equal Opportunity Officer:</div> <div>1LT Ronald Adams (Interim) ext. 3702</div> </div> <div> <div>Labor Relations Specialist:</div> <div>CPT Kristin Boustany ext. 3707</div> </div>				



# Equal Employment Opportunity (EEO)

*National Guard  
Technician Personnel Management Course*

---

---

---

---

---

---

---

## AGENDA

- EEO Concept
- Affirmative Employment
- Discrimination
- EEO program responsibilities
- EEO Complaint Process
- Mediation
- References

2

---

---

---

---

---

---

---

## EEO: THE CONCEPT

### ***Equal:***

- Of same measure, quantity, amount or number
- Alike in quality, nature or status
- Alike for each member of a group, class or society

### ***Employment:***

- Activity in which one engages or is employed
- An instance of such activity
- Act of employing; state of staying employed

3

---

---

---

---

---

---

---

## **EEO: THE CONCEPT**

### ***Opportunity:***

- A favorable juncture of circumstances
- A good chance for advancement or progress

### ***EEO: The Legal Definition***

- Providing equal opportunity in employment on the basis of merit and fitness without regard to race, color, religion, sex, national origin, age and/or disability.

4

---

---

---

---

---

---

---

## **AFFIRMATIVE EMPLOYMENT**

- **Provides** equal opportunity in employment **for all** technician personnel or applicants for employment with the National Guard, **and**
- **Prohibits** discrimination in **all** aspects of its personnel policies, programs, practices and operations and of **all** its working conditions and relationships with employee and applicants for employment

5

---

---

---

---

---

---

---

## **AFFIRMATIVE EMPLOYMENT**

- Employment decisions must be made using EEO provisions under the law
- The Responsible Team:
  - ~Staffer
  - ~State Equal Employment Management (SEEM)
  - ~Supervisor



6

---

---

---

---

---

---

---

## **DISCRIMINATION**

### ***Definition:***

To provide different treatment or to show favoritism on a basis other than individual merit



7

---

---

---

---

---

---

---

## **EEO PROGRAM RESPONSIBILITIES**

*The State Equal Employment Manager (SEEM) manages and directs the program through EEO counselors...*

- Who are trained to serve as a bridge between management and employees for EEO matters
- Whose primary objective is to attempt an informal resolution of all complaints brought before them
- Who must be perceived by both parties as neutral

8

---

---

---

---

---

---

---

## **SUPERVISOR/MANAGER EEO RESPONSIBILITIES**

- Prevent or correct situations that may give rise to complaints of discrimination.
- Ensure that all members of their organization refrain from actions or comments that might be viewed as discriminatory.

9

---

---

---

---

---

---

---

### **SUPERVISOR/MANAGER EEO RESPONSIBILITIES**

- Allow employees with collateral EEO duties enough duty time to perform their EEO functions and allow complainants and their representatives reasonable amount of time, both at the informal and the formal stages of a complaint, to pursue their complaints.

10

---

---

---

---

---

---

---

### **SUPERVISOR/MANAGER EEO RESPONSIBILITIES**

- Ensure full cooperation with EEO counselors, SEEM, investigators, and administrative judges in discrimination complaint processing.

11

---

---

---

---

---

---

---

- Resolve conflicts at the lowest level**
- Explore options to improve relationships**
- Sensitize yourself & your subordinates**
- Promote positive human relations**
- Eliminate unacceptable behavior**
- Consider organization & employee needs**
- Teach non-discrimination & EO skills**

12

---

---

---

---

---

---

---

## **EEO COMPLAINT PROCESS**

1. Technician has **45 days** to file a complaint with an EEO Counselor
2. The EEO Counselor then has **30 days** to conduct an informal inquiry; attempt an informal resolution (60 extra days if ADR process is attempted)

13

---

---

---

---

---

---

---

## **EEO COMPLAINT PROCESS**

3. If resolution is not reached, a formal complaint may be filed within 15 days of final interview.
4. In that case, the AG requests a formal investigation.

14

---

---

---

---

---

---

---

## **EEO COMPLAINT PROCESS**

5. Investigator conducts formal investigation and prepares/presents formal ROI
6. The AG or designee meets/holds a discussion with the complainant

15

---

---

---

---

---

---

---

## **EEO COMPLAINT PROCESS**

7. If no resolution at that time, complainant may request a final decision by NGB within 30 days
8. If complainant is dissatisfied with NGB decision, the complainant can file a civil action within 180 days from the date of the complaint

16

---

---

---

---

---

---

---

## **MEDIATION PROCESS**

- Non-controversial in nature
- Provided through the skills of a trained mediator (not typically from within the direct chain of command)
- Allow parties involved to arrive at what each of them agree is the best resolution
- Permits the complainant to still pursue a formal complaint if not satisfied with the process



17

---

---

---

---

---

---

---

## **Primary Regulations**

- NGR (AR) 690-600/NGR (AF) 40-1614, Vol I
- NGR (AR) 690-600/NGR (AF) 40-1614, Vol II

**Policy Letters 4/11/22/26/35**

18

---

---

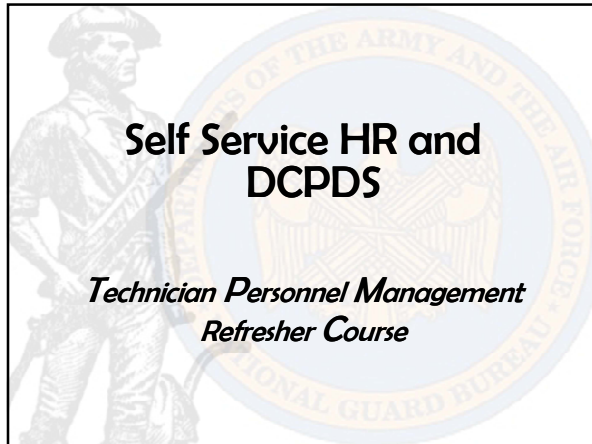
---

---

---

---

---



# Self Service HR and DCPDS

## *Technician Personnel Management Refresher Course*

---

---

---

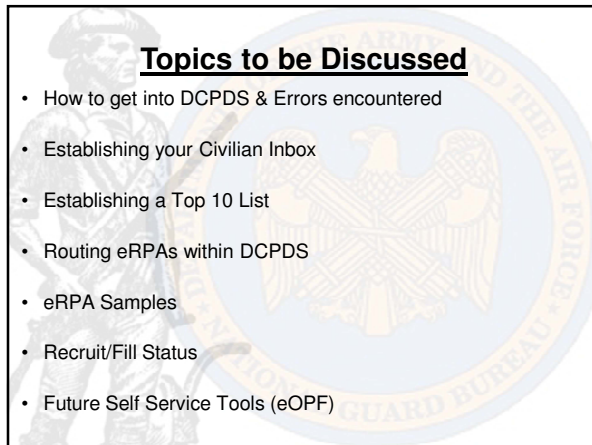
---

---

---

---

---



### Topics to be Discussed

- How to get into DCPDS & Errors encountered
- Establishing your Civilian Inbox
- Establishing a Top 10 List
- Routing eRPAs within DCPDS
- eRPA Samples
- Recruit/Fill Status
- Future Self Service Tools (eOPF)

---

---

---

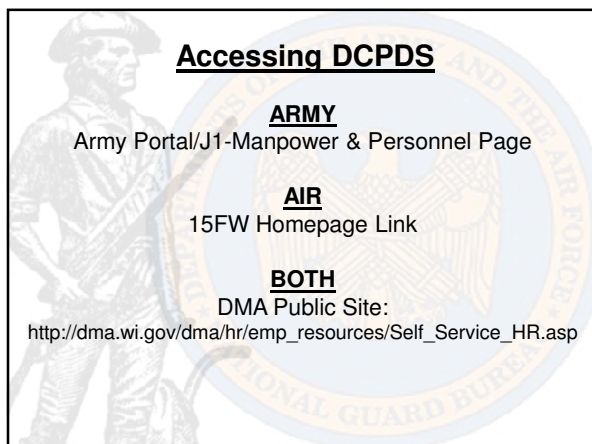
---

---

---

---

---



### Accessing DCPDS

**ARMY**  
Army Portal/J1-Manpower & Personnel Page

**AIR**  
15FW Homepage Link

**BOTH**  
DMA Public Site:  
[http://dma.wi.gov/dma/hr/emp\\_resources/Self\\_Service\\_HR.asp](http://dma.wi.gov/dma/hr/emp_resources/Self_Service_HR.asp)

---

---

---

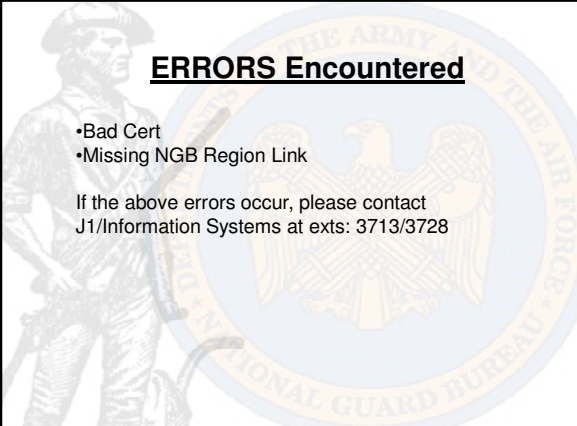
---

---

---

---

---



## ERRORS Encountered

- Bad Cert
- Missing NGB Region Link

If the above errors occur, please contact  
J1/Information Systems at exts: 3713/3728

---

---

---

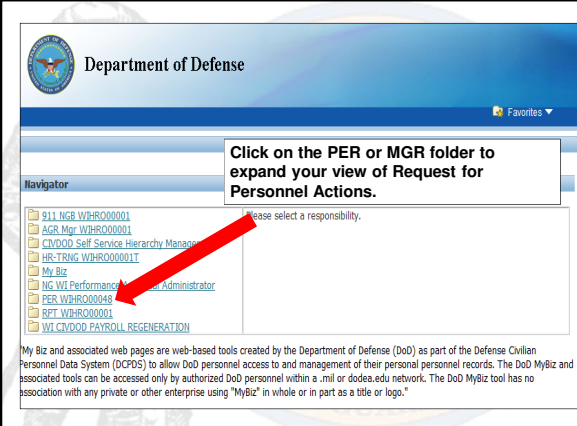
---

---

---

---

---



Department of Defense

Click on the PER or MGR folder to expand your view of Request for Personnel Actions.

MyBiz and associated web pages are web-based tools created by the Department of Defense (DoD) as part of the Defense Civilian Personnel Data System (DCPDS) to allow DoD personnel access to and management of their personal personnel records. The DoD MyBiz and associated tools can be accessed only by authorized DoD personnel within a .mil or dod.mil network. The DoD MyBiz tool has no association with any private or other enterprise using "MyBiz" in whole or in part as a title or logo.

---

---

---

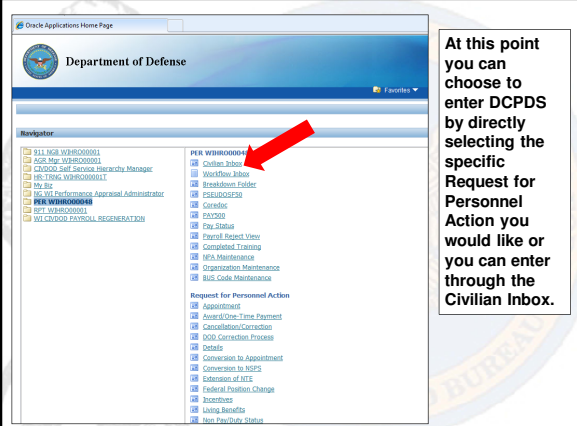
---

---

---

---

---



At this point you can choose to enter DCPDS by directly selecting the specific Request for Personnel Action you would like or you can enter through the Civilian Inbox.

---

---

---

---

---

---

---

---



Applications Summary

WLNKH Query Only Open Notifications

Routing / Comments	Date Sent	PROP-EXP-OT	INITIATOR	NDA	Name	NDA - translated	Status
<a href="#">Open</a> <a href="#">WLNKH</a> <a href="#">WLNKH</a>	11 APR-2012		Kedco, V				Open
SHST Review approved RESETS	01 MAY-2012	21 MAY-2012	Kedco, V	071	Bachim, Jeremiah J	Accepted Appointment NTL	Open
Phillip Approved to PSS Wilson	30 APR-2012		W115SF	171		Accepted Appointment NTL	Open
	01 MAY-2012	21 MAY-2012	W115SF	171		Accepted Appointment NTL	Open
Schifert approved McDonald	01 MAY-2012	20 MAY-2012	W115SF	171		Accepted Appointment NTL	Open
Open on HOLD per: Stefanich	10 NOV-2011		W121RA				Open
Willms - Review and forward	15 FEB-2012		W121RA	473	SABOL, DARRIN K.	Absent - Unformed Service	Open
CBS & p/sig Willms	20 APR-2012		W121RA	473	Lawrence, Ryan J	Absent - Unformed Service	Open
Good - TA McCoy Metzger	25 APR-2012		W121RA	473			Open
Genety TA McCoy Metzger	25 APR-2012		W121RA	473	Holloway, Donna F	Absent - Unformed Service	Open

Message

Select/Deselect All Reassign

Respond Open

---

---

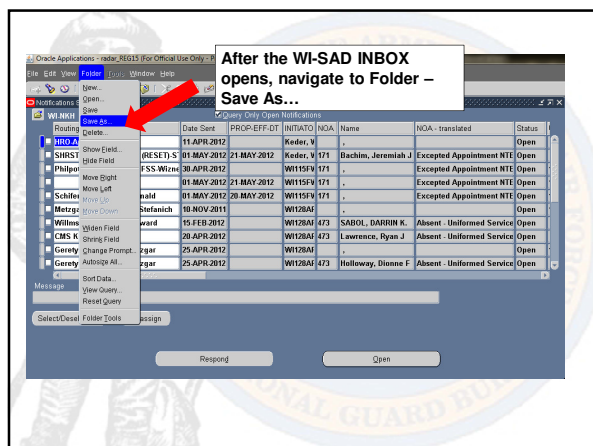
---

---

---

---





---

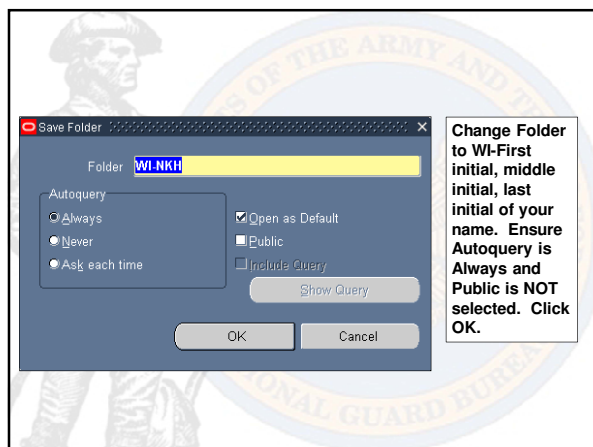
---

---

---

---

---



---

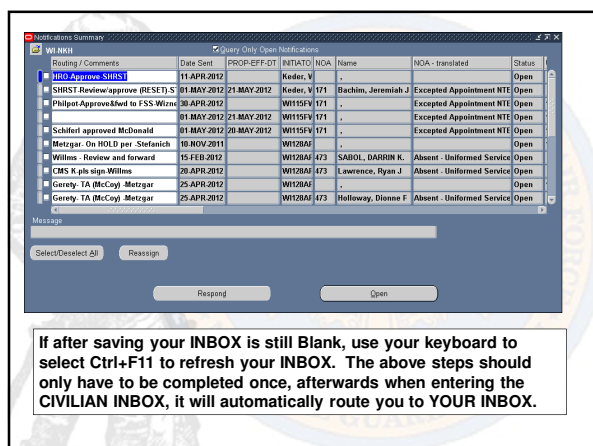
---

---

---

---

---



---

---

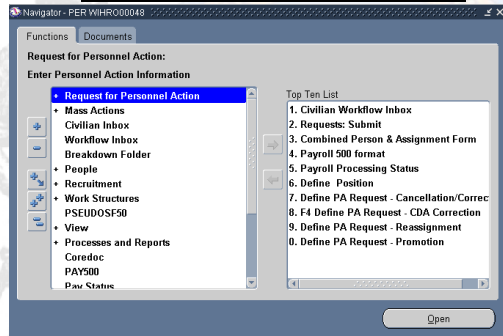
---

---

---

---

## Establishing a Top Ten List




---

---

---

---

---

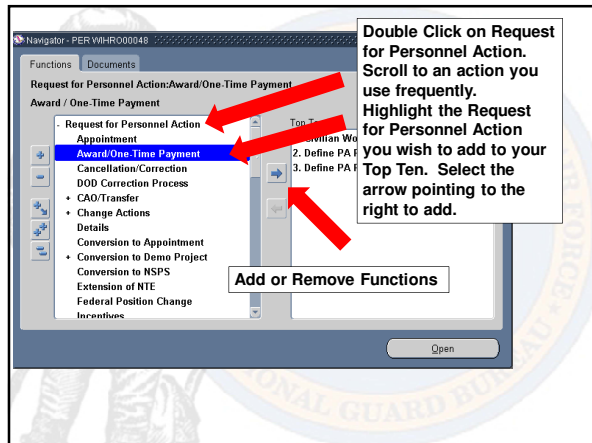
---

---

---

---

---




---

---

---

---

---

---

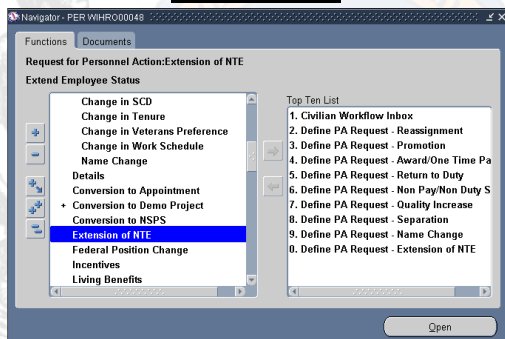
---

---

---

---

## Sample of Top Ten List for Supervisors




---

---

---

---

---

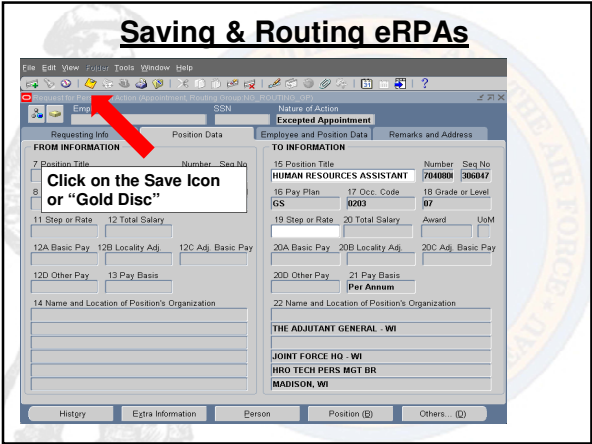
---

---

---

---

---



---

---

---

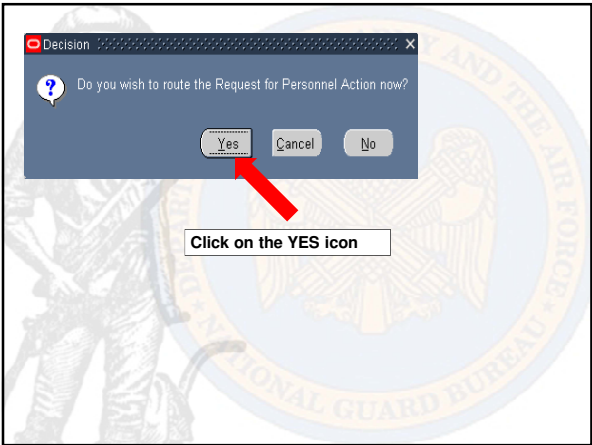
---

---

---

---

---



---

---

---

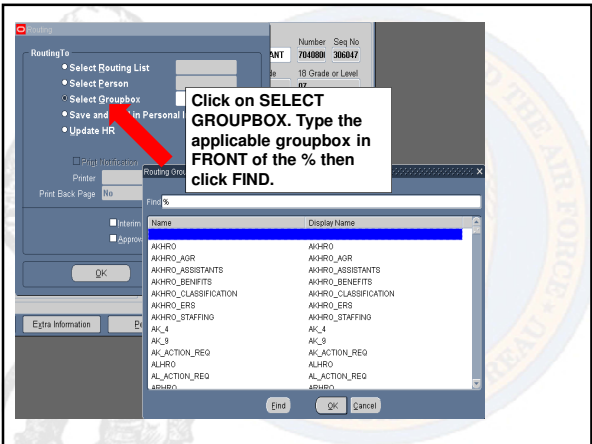
---

---

---

---

---



---

---

---

---

---

---

---

---

Click OK.  
A message will pop up informing you that a request has been generated. Click OK again.  
A blank Request for Personnel Action will now pop up. X out of this screen.

---

---

---

---

---

---

---

---

---

---

Use your keyboard to select Ctrl+F11 to refresh the INBOX. Once refreshed, Add ROUTING/COMMENTS (Gerety-Approve&Forward-Huschka). Click SAVE or the "Gold Disc" to save.

---

---

---

---

---

---

---

---

---

---

Select My Workplace.  
Select CIV Fill Request Status

---

---

---

---

---

---

---

---

---

---

HR Request Status

Status of HR Request(s)

Show All Details | Hide All Details

Details	Position Title	PP-Sys Gr	Date Initiated	Registration Number	Event	Event Date
	HUMAN RESOURCES SPECIALIST (EMPLOYEE BENEFITS)	GS-0201-09	06-Apr-2012	1249003900000237917	USA Staffing Office - Wisconsin National Guard	18-Apr-2012

History

Event	Event Date
USA Staffing Office - Wisconsin National Guard	18-Apr-2012
Processed to USA Staffing for Announcement	18-Apr-2012

**Maximize the SHOW Icon**

---

---

---

---

---

---

---

---

---

---

---

---

Department of Defense

HR Request Status

Status of HR Request(s)

Show All Details | Hide All Details

Details	Position Title	PP-Sys Gr	Date Initiated	Registration Number	Event	Event Date
	DPMS ORDNANCE EQUIPMENT MECHANIC	WG-6641-10	14-Mar-2012	120402730259	Job Announcement Closes	18-Mar-2012

History

Event	Event Date
Job Announcement Closes	18-Mar-2012
Selection Interview on Duty Date	15-Mar-2012
USA Staffing Office - Colorado National Guard	14-Mar-2012
Visiting ID (VBI)	14-Mar-2012
Selection Interview on Duty Date	14-Mar-2012
Official Offer	14-Mar-2012
Selection Interview and Tentative Offer Extended	14-Mar-2012
Date Selection Audited	14-Mar-2012
Internal Certificate Issued By:	14-Mar-2012
Certificate Name	14-Mar-2012

History

Event	Event Date
Date Certificate Issued	14-Mar-2012
Job Announcement Number	14-Mar-2012
Processed to USA Staffing for Announcement	14-Mar-2012
Job Announcement Opens	03-Mar-2012
Job Assessment Confirmation Date	03-Jun-2010

---

---

---

---

---

---

---

---

---

---

---

---

## Resources

DMA Public Site – DCPDS for Supervisors & Managers Information:  
[http://dma.wi.gov/dma/hr/emp\\_resources/dcpds.asp](http://dma.wi.gov/dma/hr/emp_resources/dcpds.asp)

DMA Public Site – Sample eRPAs:  
[http://dma.wi.gov/dma/hr/emp\\_resources/forms.asp](http://dma.wi.gov/dma/hr/emp_resources/forms.asp)

DMA Public Site – MyBiz/MyWorkplace Information:  
[http://dma.wi.gov/dma/hr/emp\\_resources/Self\\_Service\\_HR.asp](http://dma.wi.gov/dma/hr/emp_resources/Self_Service_HR.asp)

## Contact Information

J1 HR Specialist (Information Systems)  
 DSN: 724:3713/3728 Comm: 608-242-3713/3728

---

---

---

---

---

---

---

---

---

---

---

---

# CLASSIFICATION & POSITION MANAGEMENT Module

Technician Personnel Management  
Refresher Course



---

---

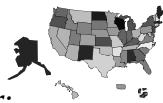
---

---

---

---

---



## Purpose of the Briefing

Reacquaint you With  
"Position Classification"  
&

"Position Management"  
And what our section can do for you!

---

---

---

---

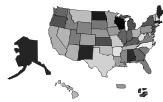
---

---

---



## BRIEFING OUTLINE



- Position Classification & Position Management
- PD Certification/OF-8's
- Desk Audits
- Manning Documents
- SF-52 Actions
- Summary
- HRO Classification Points of Contact

---

---

---

---

---

---

---

***Definition:***

**POSITION CLASSIFICATION**

The process of determining the appropriate pay plan, title, series and grade of a position based on its designated duties and responsibilities and consistent with prevailing laws, standards, and guides.



---

---

---

---

---

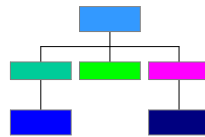
---

---

***Definitions: (continued)***

**POSITION MANAGEMENT**

The process of organizing and assigning work (i. e. duties and responsibilities) to and among positions in order to accomplish mission requirements in the most economical and efficient manner.



---

---

---

---

---

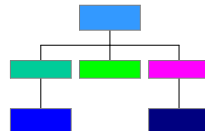
---

---

***Definitions: (continued)***

**POSITION MANAGEMENT (continued)**

Logistical balance between employees needed to carry out the major functions of the organization and those needed to provide adequate support; between professional employees and technicians; between fully trained employees and trainees; and between supervisors and subordinates.



---

---

---

---

---

---

---





## Classification Process



### Purpose of the Classification System

- To determine the basic rate of pay  
Is the basis for pay equity under the law  
(=pay for substantially =work)

---

---

---

---

---

---

---

PROCESS...

### POSITION DESIGN CONSIDERATIONS

- Economy
- Efficiency
- Motivation
- Supervisor to Employee Ratio

---

---

---

---

---

---

---

MORE...

### POSITION DESIGN CONSIDERATIONS

- Avoid reorganizations that are for the purpose of supporting higher grades
- Be alert to requests for higher grades based on performance achievements
- Structure some jobs at trainee level (with steps to target grade)
- Avoid having more top graded positions than necessary
- Use part-time and intermittent positions to reduce costs

---

---

---

---

---

---

---



## HOW CLASSIFICATION

### AFFECTS PAY

- A PD lists a position's principal duties, responsibilities and supervisory relationship
- Within a staff, each PD defines WHO does WHAT
- The supervisor's signature on the OF8 denotes accuracy of the duties/responsibilities described on a PD - NOT the position's classification(e.g. title, series, and grade
- Classification then becomes legal basis for setting pay - a "pay voucher"

---

---

---

---

---

---

---



## A POSITION DESCRIPTION (PD)

- Provides a basis for Performance Standards
- Formalizes decisions on assignments, responsibilities, authority, and required knowledge's, skills and abilities (KSAs)
- Helps achieve:
  - Equal Pay for Substantially Equal Work
  - Getting the best Person for the Job
  - Employee Development
  - Career Development
  - Equitable RIF Determinations
- (More to come in block 2)

---

---

---

---

---

---

---



## Optional Form-8

- Block 1: Agency PDCN
- Block 4: Employing Office Location
- Block 5: Duty Station
- Block 10: Position Status
- Block 11: Supervisory Status
- Block 12: Sensitivity Level
- Block 15: Classified/Graded by
  - Title, PP, Occ Series, Grade
- Block 18: Dept/Agency/Establishment

---

---

---

---

---

---

---



### **Optional Form-8**

- Block 20: Supervisory Certification
  - Requires 1<sup>st</sup> Level Digital Sig (2<sup>nd</sup> Level Optional)
- Block 24: Remarks

---

---

---

---

---

---

---

#### **POSITION DESCRIPTION Optional Form 8 (OF-8) OF-8 SUPERVISOR'S CERTIFICATION (Block 20)**

"I certify that this is an accurate statement of the major duties and responsibilities of this position and its organizational relationships and that the position is necessary to carry out Government functions for which I am responsible. This certification is made with the knowledge that this information is to be used for statutory purposes relating to appointment and payment of public funds. False or misleading statements may constitute violations of such statutes or their implementing regulations."

---

---

---

---

---

---

---



### **Classification Process**

#### **About Desk Audits**



- A fact-finding visit to the job site
- Incumbents/supervisors are interviewed
- Vacant positions can be audited via discussion with the supervisor
- Group audits can be conducted when several incumbents occupy the same positions

---

---

---

---

---

---

---



## Classification Process



### Desk Audits Are Needed Due to:

- Reorganization
- Reclassification
- HRO Periodic Reviews to ensure Accuracy
- Issue of new OPM Classification Standards
- A Position being Appealed
- Requests from the organization
- Requirement levied for a Special Classification Survey

---

---

---

---

---

---

---



## Classification Process



### General Classification Rules

- Evaluate the position - not the person
- Evaluate the total position, not just parts of it
- Evaluate each position on its own merit
- Consider the intent of the standard....its basis and the differences between grade levels

---

---

---

---

---

---

---

## HR Manning Documents(HRMD)

- A product or report that shows all the manpower requirements and authorizations necessary to perform all tasks described by the mission or activity of the organization
- Shows who is assigned to each position (incumbent)

---

---

---

---

---

---

---

## Army HR Manning Documents(HRMD)

- 1<sup>st</sup> Sort  
Army sorted by Para (designated 4 numbers to identify like units/organizations nationally). Refer to FT AR Unit Manning Document User's Guide under "Para/OSC", pages 1-3
- 2<sup>nd</sup> Sort  
Unit Identification Code (UIC) \*\*Keep a close eye on Required and Authorized Columns\*\*
- 3<sup>rd</sup> Sort  
Manpower Control Number (MPCN)  
Para/line number
- 4<sup>th</sup> Sort  
Name  
Remarks

---

---

---

---

---

---

---

---

## Air HR Manning Documents(HRMD)

- 1<sup>st</sup> Sort  
PAS – Personnel Accounting Symbol
- 2<sup>nd</sup> Sort  
FAC – Functional Account Code (six digits-example-10C000)/ OSC-Organizational Structure Code
- 3<sup>rd</sup> Sort  
POS NBR-Position Number
- 4<sup>th</sup> Sort  
Name \*\*Keep a close eye on Funded and Unfunded Columns\*\*  
Remarks

---

---

---

---

---

---

---

---

## Personnel Actions

- Fill Positions
- Data Element Changes
  - Initiated by J1
- Realignments
- Organizational Hierarchy
- PD Certification
  - ([Samples on our Web page](#))

---

---

---

---

---

---

---

---



## Summary Slide



- Position Classification & Position Management
- The Classification Process
- PD's/OF-8
- Desk Audits
- Classification Appeals
- SF-52 Actions
  - Fill Requests
  - Data Element Changes
  - PD Certification
  - Hierarchy issues
- Questions?

???

?

---

---

---

---

---

---

---



## HRO CLASSIFICATION Points of Contact



• TSgt Steven Ulrich  
Human Resource Assistant (Classification)  
DSN 724-3719 CML 608-242-3719  
e-mail: [steven.ulrich@us.army.mil](mailto:steven.ulrich@us.army.mil)

• SSgt Samantha Kotula  
Human Resource Assistant (Classification)  
DSN 724-3704 CML 608-242-3704  
e-mail: [samantha.kotula@us.army.mil](mailto:samantha.kotula@us.army.mil)

---

---

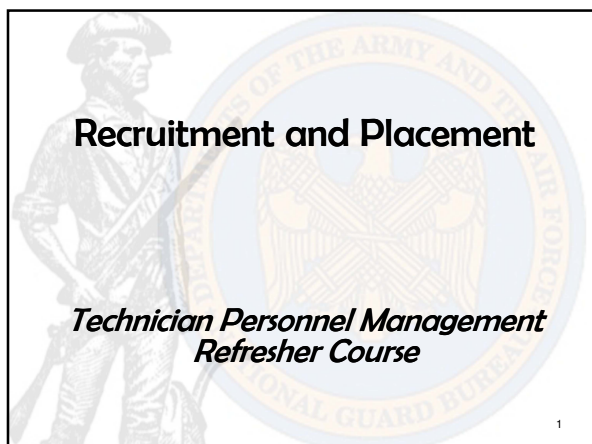
---

---

---

---

---



## Recruitment and Placement

### *Technician Personnel Management Refresher Course*

1

---

---

---

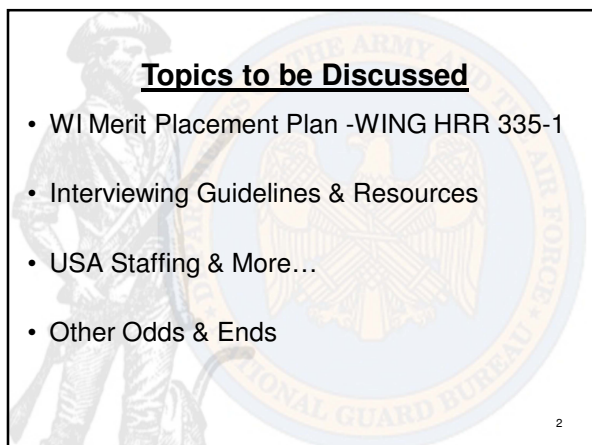
---

---

---

---

---



## Topics to be Discussed

- WI Merit Placement Plan -WING HRR 335-1
- Interviewing Guidelines & Resources
- USA Staffing & More...
- Other Odds & Ends

2

---

---

---

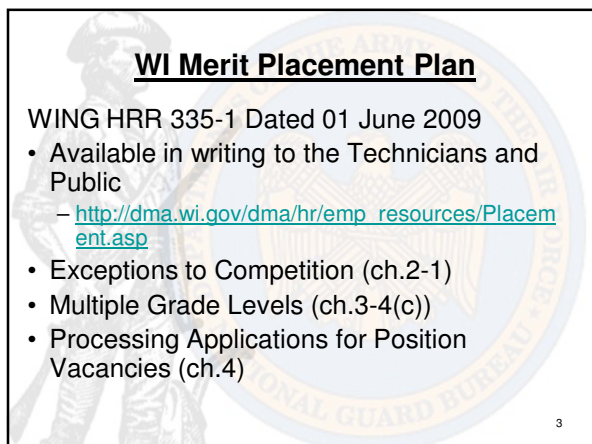
---

---

---

---

---



## WI Merit Placement Plan

WING HRR 335-1 Dated 01 June 2009

- Available in writing to the Technicians and Public
  - [http://dma.wi.gov/dma/hr/emp\\_resources/Placement.asp](http://dma.wi.gov/dma/hr/emp_resources/Placement.asp)
- Exceptions to Competition (ch.2-1)
- Multiple Grade Levels (ch.3-4(c))
- Processing Applications for Position Vacancies (ch.4)

3

---

---

---

---

---

---

---

---

### **WI Merit Placement Plan**

- Evaluation 4-4 & Referral of Candidates 6-1
  - Army: All unless more than 7 qualified applicants
    - Rate & Rank per 5-1
    - If applicants tie, more than 7 will be forwarded to supervisor
  - Army Bargaining Unit Positions
    - Minimum of 3 candidates will be forwarded to supervisor unless less than 3 are qualified
    - This certificate will only include BU members if at least 3 BU members apply are best qualified
    - If at least 3 BU members do not apply for are not best qualified then the most qualified non-BU applicants may be included in the initial certificate
    - If supervisor does not make selection from initial certificate containing only BU members they may request a 2<sup>nd</sup> certificate with a maximum of four applicants bringing the total to seven.

4

---

---

---

---

---

---

---

---

### **WI Merit Placement Plan**

- Evaluation 4-4 & Referral of Candidates 6-2
  - Air: All applicants will be forwarded to supervisor
  - Air Bargaining Unit Positions
    - BU members will receive first consideration for a vacancy when such vacancy is identified as a position having known promotion potential (multiple grades within the same job series).

5

---

---

---

---

---

---

---

---

### **Interviewing Guidelines**

***(After Job Announcement Closes)***

Initiate the selection process: (ch.6-3)

- Conduct interviews as negotiated in your union contract or as defined in the Wisconsin Merit Promotion and Placement Plan
- Apply consistent interview techniques with all candidates
- Setup Medical/Physical Exams

6

---

---

---

---

---

---

---

---



### **Uniform Guidelines on Employee Selection Procedures**

- Elements used must be job-related
- Apply to both internal and external hiring practices (*i.e. onboard promotions vs. off the street new hire*)

7

---

---

---

---

---

---

---

### **Key Interviewing Rules**

- Develop a standardized list of interview questions
- Tailor questions relevant to the job
- Avoid questions that violate Equal Employment Opportunity laws
- Ask open-ended questions
- <http://www.opm.gov/hiringtoolkit>

8

---

---

---

---

---

---

---

### **USA Staffing**

Automated Recruitment and Placement Process

- Implementation
- What is USA Staffing?
- Who Uses USA Staffing?
- Obsolete Processes
- New SF-52 Requirements (New Format)
- HRO Responsibilities

9

---

---

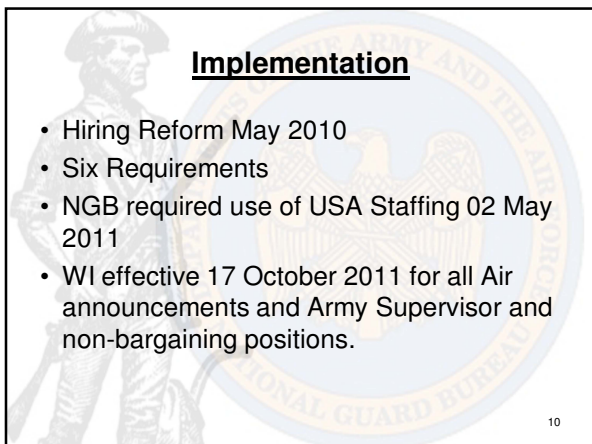
---

---

---

---

---



### **Implementation**

- Hiring Reform May 2010
- Six Requirements
- NGB required use of USA Staffing 02 May 2011
- WI effective 17 October 2011 for all Air announcements and Army Supervisor and non-bargaining positions.

10

---

---

---


---

---

---

---

---



### **USA Staffing**

- Automates our Recruitment, Referral & Selection Process.
- Fast and efficient way to staff our National Guard jobs
- Fully electronic application process, including accepting documents from applicants

11

---

---

---

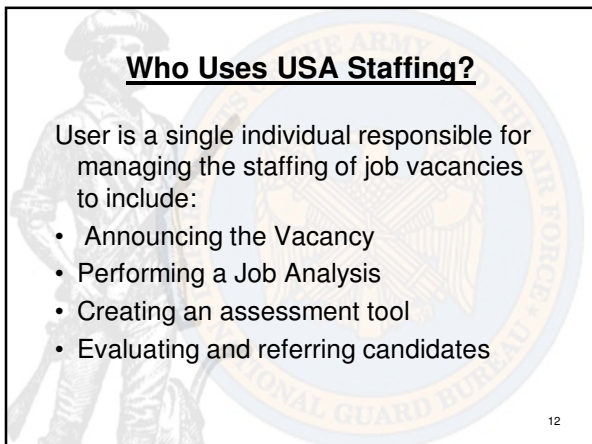
---

---

---

---

---



### **Who Uses USA Staffing?**

User is a single individual responsible for managing the staffing of job vacancies to include:

- Announcing the Vacancy
- Performing a Job Analysis
- Creating an assessment tool
- Evaluating and referring candidates

12

---

---

---

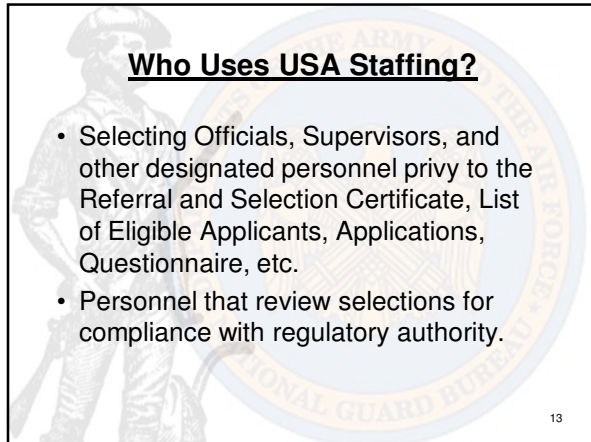
---

---

---

---

---



### Who Uses USA Staffing?

- Selecting Officials, Supervisors, and other designated personnel privy to the Referral and Selection Certificate, List of Eligible Applicants, Applications, Questionnaire, etc.
- Personnel that review selections for compliance with regulatory authority.

13

---

---

---

---

---

---

---

---



### Obsolete Processes

- Requirement to return all applications to HRO

14

---

---

---

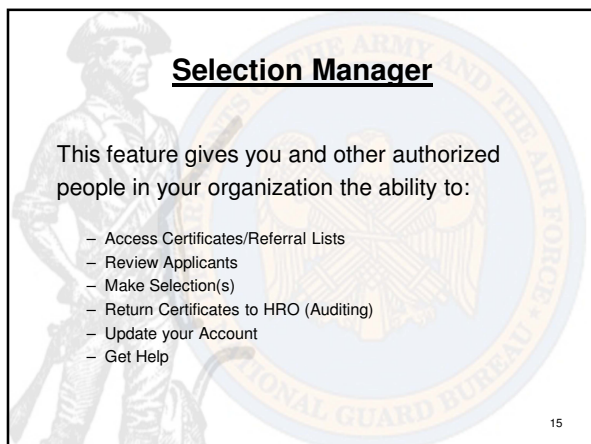
---

---

---

---

---



### Selection Manager

This feature gives you and other authorized people in your organization the ability to:

- Access Certificates/Referral Lists
- Review Applicants
- Make Selection(s)
- Return Certificates to HRO (Auditing)
- Update your Account
- Get Help

15

---

---

---

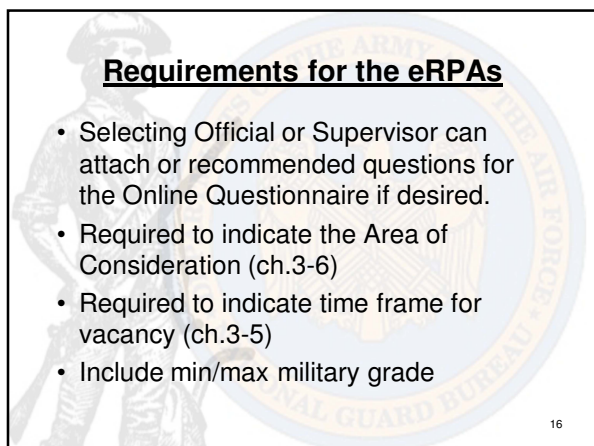
---

---

---

---

---



### Requirements for the eRPAs

- Selecting Official or Supervisor can attach or recommended questions for the Online Questionnaire if desired.
- Required to indicate the Area of Consideration (ch.3-6)
- Required to indicate time frame for vacancy (ch.3-5)
- Include min/max military grade

16

---

---

---

---

---

---

---



### Temporary Technician

- Know the Position
- Application Required
- Qualified Applicants
- No Advanced in Hire Rate
- Processing Time Required

17

---

---

---

---

---

---

---



### Questions?

18

---

---

---

---

---

---

---

## **Manpower and Personnel / J1 – Federal Technician Employment**

### **Merit Placement Plan**

---

FOR THE ADJUTANT GENERAL:

**KENNETH A. KOON**

**COL, FA, WIARNG**

Dir., Manpower and Personnel/J1

**Summary.** This regulation updates the merit placement procedures for Federal Air and Army National Guard Military Technicians.

**Applicability.** This regulation applies to all Joint Force Headquarters elements, the Wisconsin Army National Guard, and the Wisconsin Air National Guard.

**Proponent.** The proponent for this regulation is the Director, Manpower and Personnel /J1.

**Suggested improvements.** Users are invited to send comments and suggested improvements to the Joint Force Headquarters, ATTN: WIJS-J1, P.O. Box 8111, Madison, WI 53708-8111.

**Distribution.** This publication is available in both electronic media and paper format. It is available on the WIJS-J1/Manpower and Personnel intranet site under the J1– Manpower and Personal page.

---

### **Contents (Listed by paragraph and page number)**

#### **Chapter 1**

##### **General, page 1**

Purpose 1-1, page 1

References 1-2, page 1

Policy 1-3, page 1

Scope 1-4, page 1

Definitions 1-5, pages 1-2

Responsibilities 1-6, pages 2-3

Management's Rights 1-7, page 3

#### **Chapter 2**

##### **Exceptions to Competition, page 3**

Actions Exempt from Competition 2-1, page 3-4

#### **Chapter 3**

##### **Position Announcement and Application Procedures, page 4**

Request for Filling Vacancies 3-1, page 4

Position Advertisement Policy 3-2, page 4

Vacancy Announcements, 3-3, pages 5

Multiple Grade Levels 3-4, page 5

Posting of Vacancy Announcements 3-5, page 5

Areas of Consideration 3-6, pages 5-6

Application Procedures 3-7, pages 6

**\*This regulation supersedes WING HRR 335 dated 10 May 2006.**

## **Chapter 4**

### **Processing Applications for Position Vacancies, page 7**

Basic Eligibility 4-1, page 7

Selective Placement Factors 4-2, page 7

Conditions of Employment 4-3, page 7

Evaluation 4-4, pages 7

## **Chapter 5**

### **Evaluating Candidates, page 8**

ARNG Procedures 5-1, pages 8-9

ANG Procedures 5-2, page 9

## **Chapter 6**

### **Referral and Selection Procedures, page 9**

ARNG Procedures-Referral of Candidates 6-1, page 9-10

ANG Procedures-Referral of Candidates 6-2, page 10

Action by the Selecting Supervisor 6-3, pages 10-11

Action by the Director of Manpower and Personnel /J1 Office 6-4, page 11

Release of Selectee 6-5, page 11

## **Chapter 7**

### **Placement and Promotion Records, page 11**

Purpose 7-1, page 11

Records Required 7-2, page 11

Duration 7-3, page 11

Privacy Protection 7-4, page 11

## **Chapter 8**

### **Grievances and Complaints, page 12**

Grievances 8-1, page 12

Discrimination Complaints 8-2, page 12

Other 8-3, page 12

## **Chapter 9**

### **Corrective Action, page 12**

Corrective Action 9-1, page 12

## **Appendix A.**

Referral of Candidates, page 13

(Applies to Army National Guard only)

## **Figure List**

Figure 5-1: Point Values of Category Ratings, page 8

## **Chapter 1**

### **General**

#### **1-1. Purpose**

This regulation establishes policies and procedures and provides information on the merit placement program for National Guard excepted service Dual and Non-dual status military technician positions in the Wisconsin National Guard. It further includes specific provisions applicable to bargaining unit positions in accordance with the current negotiated labor-management agreements.

#### **1-2. References**

5 Code of Federal Regulations (CFR) and National Guard Bureau (NGB) Technician Personnel Regulation (TPR) 300.

#### **1-3. Policy**

It is the policy of the Wisconsin National Guard that all military technician positions, both Dual and Non-dual status, be filled by the best qualified individuals available and to ensure that all military technicians have the opportunity to develop and advance to their full potential. All military technician vacancies, both Dual and Non-dual status, will be filled on the basis of merit and job-related factors. For purposes of this plan, the following military requirements may be considered as job-related qualifying factors for positions in the National Guard Dual status service:

- a. Grade – to avoid grade inversion.
- b. Warrant or commissioned officer – positions designated for fill by officer, warrant officer or enlisted only.
- c. AFSC or MOS – to assist with compatibility requirements and other prerequisites.
- d. Unit of assignment – as it may apply to compatibility.

All actions under this plan will be made without discrimination for non-merit reasons such as race, color, religion, sex, national origin, marital status, membership or non-membership in an employee organization or labor organization, and age or non-disqualifying physical handicap (except for military membership requirements for Dual status military technicians).

#### **1-4. Scope**

This plan encompasses all National Guard Dual and Non-dual status military technician positions in the State of Wisconsin. This plan will apply for filling Dual and Non-dual status military technician positions through initial appointment, promotion, reassignment, reinstatement, demotion or transfer. Under specific circumstances, certain competitive (non-dual status) vacancies are required to be filled by delegated examining authority procedures prescribed in the 5 CFR, Part 300. If this occurs, CFR procedures supersede the procedures contained in this plan.

#### **1-5. Definitions**

Terms used in this regulation are defined as follows:

- a. Merit Placement Program/Plan. The five statutory and regulatory requirements for filling Dual and Non-dual status military technician positions, are: plans must be based on merit (earned/deserved) using job-related selection procedures, provide for management's rights and contain procedures for recordkeeping and providing information to military technicians, applicants, and the public.
- b. Selecting Supervisor. This is the individual who is immediately responsible for the day-to-day supervision of the military technician; that is, the first person being paid for supervisory responsibility who assigns, reviews and checks the work of the military technician. The selecting



supervisor is the person who will receive the Referral and Selection Certificate (NGB Form 300-6) for his/her action to select or non-select an individual for the vacancy.

c. Promotion. A change of an employee to a position of a higher grade level within the same job classification standard and pay plan, or to a position with a higher rate of basic pay in a different job classification standard and pay plan.

d. Reassignment. The change of a military technician from one position to another without demotion or promotion within the same service. Military technicians may be reassigned at their own request, or at the discretion of management.

e. Qualifications. A combination of experience, training, and education which relate to duties and responsibilities of the position being filled.

f. Applicant Evaluation. The process of evaluating the knowledge, skills and abilities and work experience possessed by candidates against the job-related criteria to determine those who will be certified to the selecting supervisor.

g. Job-Related Criteria. The combination of factors that position descriptions have shown to be important for performance of a specific position and for which performance analysis has shown are valid indicators of differences between successful workers. The total set of criteria include all knowledge requirements, skills, training and work experience that meet job and performance analysis requirements for the position.

h. Target Grade. The fully qualified grade of the position being filled.

i. Details. A detail is the temporary assignment of a military technician to a different position for a specified period, with the military technician returning to his/her regular duties at the end of the detail. A position is not filled by a detailed employee, because the military technician continues to be the incumbent of the position from which detailed. Details may be made for up to 120 calendar days. Details may be extended in increments up to 120 days, not to exceed 240 days for Federal Wage Grade employees and one year for General Schedule employees. A detail to a higher graded position is appropriate when an individual's service is required for 30 days or less in that position.

j. Vacancy Announcement. The advertising medium used by the Director of Manpower and Personnel/J1 (DMP/J1) to announce position vacancies.

k. Dual-status/Military Technician. A person employed under 32 U.S.C. 709 who must also hold a military position as a condition of employment.

l. Non-dual Status Military Technician. A person as defined by Title 10 U.S.C. §10217 who is employed under 32 U.S.C. 709 for whom military membership is not a condition of employment and who's position is administered by the Adjutant General IAW with Title 32 U.S.C. §709(d). These employees are not entitled to Title 5 U.S.C. employment system privileges.

m. Competitive/Non-dual Status Technician. A person who competed for employment under the civil service competitive process and who is currently employed under 32 U.S.C. 709 for whom military membership is not a condition of employment. These employees are not entitled to Title 5 U.S.C. employment system privileges.

## **1-6. Responsibilities**

a. The Adjutant General is the sole employing/appointing authority for the Wisconsin National Guard military technician program and is the highest level of authority in the State concerning the overall application of this Merit Placement Plan.

b. The DMP/J1 is responsible to The Adjutant General for ensuring that the requirements of this Merit Placement Plan are carried out. The DMP/J1 will:

- (1) Develop, maintain, evaluate and revise the program as necessary.
- (2) Assure compliance with the program.



- (3) Provide guidance and assistance to commanders and supervisors concerning their responsibilities under this plan.
- (4) Assure that candidates are properly evaluated and certified for placement.
- (5) Maintain necessary records.
- c. Managers and supervisors will:
  - (1) Assure that military technicians under their supervision are aware of this regulation.
  - (2) Assure that actions effected within their area of responsibility are based on merit, without discrimination.
  - (3) Review application materials ensuring basic qualifications are met.
  - (4) Encourage military technicians under their supervision to participate in developmental opportunities and to apply for positions for which qualified.
  - (5) Recommend changes to this regulation to the DMP/J1.
  - (6) Assure that military technicians under their supervision who are absent (military duty, compensable injury which does not exceed 1 year, etc.) are informed of, and considered for, positions for which they are qualified.
- d. Individual military technicians are responsible for:
  - (1) Pursuing developmental opportunities to prepare for higher level duties.
  - (2) Familiarizing themselves with the provisions of this plan.
  - (3) Assuring that application forms and Official Personnel Folders (OPFs) contain accurate and current information concerning qualifications and self-development activities.
  - (4) Arranging with their supervisors to submit applications for vacancies when temporarily absent from their jobs.

### **1-7. Management's Rights**

Recognizing that it is essential for accomplishment of the mission of the Wisconsin National Guard that military technician positions be filled with the best qualified individuals available, management retains the right to:

- a. Select or not select from among a group of best qualified candidates.
- b. Select candidates from any appropriate source to meet the mission objectives of the Wisconsin National Guard.

## **Chapter 2**

### **Exceptions to Competition**

#### **2-1. Actions Exempt from Competition**

- a. Promotion due to new classification standards or correction of a classification error.
- b. Placement of over-graded military technicians entitled to grade retention as result of RIF, reclassification, or management directed change-to-lower grade.
- c. Promotion when competition was held earlier (i.e. position advertised as an upward mobility position).
- d. Re-promotion to a grade or intervening grade or position from which military technician was demoted without personal cause and not at his or her request.
- e. Promotion resulting from the military technician's position being reclassified at higher grade because of additional duties and responsibilities.
- f. Position change to a position having no higher promotion potential.
- g. Position change required by reduction in force (RIF) procedures.
- h. Temporary promotion of 120 days or less.
- i. Detail to higher graded position or to position with known promotion for 120 days or less.

j. Selection of former military technician from Priority Placement List for position at same or lower grade than the one last held.

k. Prior permanent DoD employee (Dual and Non-dual status) who:

(1) Was in tenure 1 group at time of separation and who may be reemployed to position at the same or lower grade as the position from which separated.

(2) Was in tenure 2 group and may be reemployed without competition within 3 years of separation to a position at the same or lower grade as the position from which separated.

l. Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

m. Temporary appointments of one (1) year or less. Temporary appointments, without competition, will normally be made for 120 days or less. Extension of temporary appointments beyond 120 days, but not to exceed one year, without competition, will be considered on a case-by-case basis and coordinated between management officials and the DMP/J1 prior to extension. Temporary appointments in excess of 120 days may also be authorized by the President of the United States, under emergency hiring procedures.

n. Positions selected under Key Staffing, HRR 335-2.

## **Chapter 3**

### **Position Announcement and Application Procedures**

#### **3-1. Requests for Filling Vacancies**

When requesting that a position be filled, the supervisor will submit a SF-52, Request for Personnel Action (RPA), to the DMP/J1. Refer to WING HR Regulation 296-33 for details on completing the SF-52. The following are examples of required information:

- a. Position title, job number, grade(s), and location.
- b. Type of appointment (either Dual or Non-dual status military technicians, or both).
- c. Maximum military grade (officer, warrant officer, enlisted) and in some cases, minimum military grade.
- d. Recommended area of consideration.
- e. Recommended selective placement factors.
- f. Designated security clearance required.
- g. Medical standards/physical requirements and/or requirement for periodic medical evaluation, when applicable.
- h. Work schedule (standard or compressed).

#### **3-2. Position Advertisement Policy**

Positions will be advertised to all military grades as specified by the position description or National Guard Bureau Qualification Standard except:

- a. Where a grade inversion would result.
- b. Where a suitable or compatible military position is lacking.
- c. Supervisors will request assistance from the DMP/J1 when determining special needs for a particular vacancy. A representative from the DMP/J1 will coordinate with authorized labor representatives on specific reasoning to tailor vacancy advertisements that restrict particular grades from eligibility for positions that would normally be authorized those military grades. All such exceptions will be carefully justified and subject to review by the labor organization.

### **3-3. Vacancy Announcements**

When a vacancy will not be filled as an exception to competition (see Chapter 2), the vacant position will be advertised in a vacancy announcement. As a minimum, the vacancy announcement will contain the following information:

- a. Title, series, grade and salary range of the position.
- b. Type of appointment—Dual or Non-dual status, or both.
- c. Military requirements (officer, warrant officer, enlisted) and military compatibility requirements.
- d. Organizational and geographical location of the position.
- e. Summary of duties and minimum qualification requirements.
- f. Information regarding known promotion potential, if applicable.
- g. Special conditions of employment, or developmental training, if applicable.
- h. Opening and closing dates and how to apply.
- i. Equal employment opportunity statement.
- j. Designated security clearance required.
- k. Medical standards/physical requirements and requirement for periodic medical evaluation, when applicable.
- l. Standard or compressed work schedule.
- m. Knowledge, Skills and Abilities (KSAs) required to perform the work.

### **3-4. Multiple Grade Levels**

Vacancy announcements will specify the grade levels for which applications will be accepted. It may be necessary or desirable to advertise positions at more than one grade level.

- a. A position may be advertised at more than one grade level for upward mobility purposes, or
- b. To facilitate accomplishment of the agency's EEO Affirmative Employment Plan action goals, or
- c. To avoid re-advertising because of insufficient qualified candidates at the maximum grade. If this is the case, and the multiple-graded advertisement's intent is solely to avoid re-advertising in case there aren't sufficient candidates at the maximum grade, the vacancy announcement should so state. (For example, "*candidates at the GS-9 level will only be considered if there are not sufficient qualified candidates at the GS-11 level*").

### **3-5. Posting of Vacancy Announcements**

Vacancy announcements will normally be posted for a minimum of 15 calendar days. Announcements will be posted conspicuously throughout the area of consideration - in areas most accessible to all members of the Wisconsin National Guard. In addition, military technician vacancy announcements will appear on the Wisconsin National Guard internal and external websites.

### **3-6. Areas of Consideration**

a. The DMP/J1 will determine the area of consideration most appropriate for each position vacancy announcement to ensure receipt of highly qualified candidates. The grade and type of position, availability of candidates, position qualifications, budgetary limitations, and compatibility requirements will be taken into consideration for each placement action when areas of consideration are being determined. The following are the established areas of consideration:

- AREA I.** All Dual status military technicians in the Wisconsin National Guard (WING).
- AREA II.** All military members of the Wisconsin National Guard.
- AREA III.** Personnel eligible for membership in the WING.
- AREA IV.** All Non-dual status military technicians of the WING (for Non-dual status positions).
- AREA V.** Nationwide applicants from outside the WING, this includes individuals on an OPM certificate and those who may be eligible for reinstatement due to prior competitive status.

b. Job vacancy announcements may be restricted to Areas I and II because of budgetary limitations, for internal workforce reorganization, as a result of reclassification action, or because of negotiated labor/management agreements.

c. Positions may be advertised simultaneously to more than one area.

d. Advertisements may be restricted to current Dual status technicians within a specific Wisconsin National Guard organization/section to facilitate workforce down-sizing, reorganization or realignment within that organization.

### **3-7. Application Procedures**

The application (or resume) is the basic document by which the individual's qualification for the position is determined. It must therefore reflect the applicant's current and past employment data as well as military duty assignments, qualifications, and training. Complete and accurate data is essential to ensure fair evaluation of candidates. Along with the documents discussed below, supplemental forms that reflect the candidate's military qualifications may be submitted. Job vacancies will be posted to the Wisconsin Department of Military Affairs web site at:

<http://dma.wi.gov/default.asp>. Applications will be accepted by fax, Internet or mail.

a. Applications must be received no later than 4:00 PM on the closing date specified on the vacancy announcement. Late applications will not be accepted. Government postage will not be utilized to mail applications.

b. The DMP/J1 Recruitment and Placement Specialist is available to answer questions regarding the application procedure. Telephone numbers for contacting the Recruitment and Placement Specialist(s) are contained on the job vacancy announcement.

c. All applicants will complete and attach a Race and National Origin Identification (DMA Form 181) and include it with their application.

d. Requirements for commission eligibility:

(1) WIARNG military technician positions requiring commissioned status, must submit evidence of eligibility for a commission.

(2) WIANG military technician positions requiring commission status must meet the criteria outlined in Policy Letter 214 – SUBJ: ANG Line Officer (Non-Rated) Commission Pre-Screening, dated 15 September 2004.

e. Applicants not currently possessing a compatible AFSC/MOS as listed on the vacancy announcement are encouraged to apply for military technician positions. Applicants without qualification in a compatible AFSC/MOS are not precluded from selection, however individuals should review AFI 36-2105/AFI 36-2108 (ANG) or DA Pamphlet 611-21(ARNG) to determine eligibility for award of compatible AFSC/MOS as listed on vacancy announcements. Upon appointment, selectee must be assigned to a compatible AFSC/MOS.

f. Military technicians whose absence may preclude them from having knowledge of, or applying for, a vacancy may request in writing that applications be submitted for them by their supervisor.

## **Chapter 4**

### **Processing Applications for Position Vacancies**

#### **4-1. Basic Eligibility**

To be considered qualified and therefore eligible, candidates must meet the qualifications established for the position including any selective placement factors. The Initial Screening Worksheet for Merit Staffing Actions will be used to record eligibility. Applicants who do not meet the minimum qualifications will be notified of the basic qualifications they lack.

#### **4-2. Selective Placement Factors**

Selective placement factors are the knowledge, skills, abilities or other personal characteristics essential for satisfactory performance in the job. These are determined in advance of advertising a position and will be stated in the vacancy announcements. When used, they are a part of the basic eligibility requirements for the position.

#### **4-3. Conditions of Employment**

Conditions of employment are those requirements necessary to perform the duties of the position (security clearances, medical/physical requirements and education requirements). In addition, positions may have requirements which must be met for continued retention (e.g., developmental training). Any conditions of employment and requirements for continued position retention must be included in the vacancy announcement.

a. Security requirements. A military technician (dual or non-dual-status) is subject to personal security requirements in accordance with TPR 700 (732). Military technicians are responsible for obtaining the appropriate level of security clearance for their position of employment. This is accomplished through the ANG or ARNG security manager. The DMP/J1 will assist military technicians by providing guidance to military technicians and coordination with applicable security managers. When it has been determined that a military technician cannot meet the security requirements of the position, action must be taken IAW TPR 715, paragraph 2-2.

b. Training requirements. All applicants for positions with developmental training requirements must be informed in advance that failure to complete required training will be cause for removal from the position. The DMP/J1 will require the applicant to submit a written statement to the effect that he/she understands this condition of employment.

c. Medical/physical requirements. Applicants must meet any medical standards or physical requirements designated for the position.

#### **4-4. Evaluation**

a. Army National Guard Procedures. All eligible candidates will be certified to the selecting official, unless there are more than seven qualified applicants. In this case, the evaluation procedures in Chapter 5 will be used to further screen candidates prior to referral. The DMP/J1 may appoint a subject matter specialist to evaluate the candidates. He/she must have technical expertise in the career field in which the vacancy exists.

b. Air National Guard Procedures. All eligible/qualified candidates will be certified to the selecting official. In specific cases, referral of candidates for bargaining unit position vacancies will be conducted in accordance with paragraph 6-2. If needed, the DMP/J1 may appoint a competent subject matter specialist to evaluate the candidates.



## Chapter 5

### Evaluating Candidates

#### 5-1. Army Guard Procedures.

When it is necessary to reduce a list of candidates in accordance with paragraph 4-4a, further evaluation and analysis will be conducted by the DMP/J1 Recruitment and Placement Specialist. The previously determined KSA factors will be recorded on NGB Form 300-3 for use in the evaluation. The DMP/J1 may appoint a subject matter specialist (SMS) to evaluate the candidates. The SMS will have technical expertise in the career field in which the vacancy exists.

a. Evaluating experience. The applications and OPFs will be used to gather job-related data to be used in the evaluation process. Experience will be evaluated in terms of type and quality relating to requirements of the position. Length of service or experience will only be used when there is a clear relationship with quality of performance or when necessary to break ties when all other ratings are equal. The point value assigned to A, B, C levels is determined by the number of KSA factors used. (See Figure 1). Points are totaled for each candidate and transferred to NGB Form 300-4. Experience will be rated in categories as shown below on each KSA.

(1) "A" level experience. Candidate possesses type and quality of experience that substantially exceeds basic requirements of the position including selective placement factors and would allow candidate to perform effectively in the position almost immediately or with a minimum of training and/or orientation. For example, such candidate would possess a record of substantial experience in the same occupational series at the grade advertised.

(2) "B" level experience. Candidate possesses type and quality of experience that exceeds basic requirements of the position, including selective placement factors that would allow candidate to perform effectively in the position within a reasonable time (e.g. 3 to 6 months). For example, such a candidate would possess some experience in the same occupational series at the grade advertised and substantial experience at the next lower grade interval.

(3) "C" level experience. Candidate satisfies basic requirements of the position with respect to experience, including selective placement factors, but the type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training and/or orientation would be required to enable candidate to satisfactorily perform the duties of the position.

**FIGURE 5-1**  
**POINT VALUES OF CATEGORY RATINGS**

<u>Three KSA</u>	<u>Four KSA</u>	<u>Five KSA</u>	<u>Six KSA</u>	<u>Seven KSA</u>	<u>Eight KSA</u>
A 33.3	A 25.0	A 20	A 16.6	A 14.2	A 12.5
B 28.3	B 21.2	B 17	B 14.1	B 12.1	B 10.6
C 23.3	C 17.5	C 14	C 11.6	C 10.0	C 8.7

(Using five KSA factors, if a candidate's combined category rating was AABBC, that converts to numerical scores of 20, 20, 17, 17, 14, and converts to a total score of 88).

b. Awards. Credit is awarded for pertinent awards and outstanding/excellent performance ratings conferred at the next lower qualifying grade. When outstanding performance was recognized by both an outstanding/excellent performance rating and an award for the same period of time, only one of the two will be credited. The DMP/J1 Recruitment and Placement Specialist will analyze the awards record to assess the qualifications demonstrated and their bearing on the requirements of the

position being filled. The timeframe of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three years old will not be considered. A maximum of six points may be credited for this factor. Points are assigned as follows:

	<u>FIRST YEAR</u>	<u>SECOND YEAR</u>	<u>THIRD YEAR</u>
Outstanding Performance Rating	3	2	1
Excellent Performance Rating	2	1	0
Suggestion Award	1	0	0

c. Training and education. A maximum of two points will be awarded for this factor. This refers to relevant training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process.

d. Overall rating. The overall rating for each factor (experience, performance, training and education, and awards) will be combined, and the total score for all factors recorded on NGB Form 300-4.

e. Referral and selection certificate. The candidates arrived at through the evaluation process will be listed on the referral and selection certificate as outlined in Chapter 6.

f. Multiple grade certifications. When a position has been advertised at multiple grade levels without a statement that candidates below the full performance level will only be considered if there are not enough qualified candidates at the full performance level, then management must consider candidates at all of the announced grade levels. Accordingly, up to five qualified candidates at each grade level will be certified to the selecting official. Separate certificates for each grade level are not required. In this situation, management can make a selection from any of the announced levels.

## **5-2. Air Guard Procedures**

The job analysis conducted by the DMP/J1 Recruitment and Placement Specialist will be based on the knowledge, skills and abilities (KSA's) that were previously determined and which appear on the job vacancy announcement. In most cases, the KSA's identified by NGB will have been used.

a. Evaluating experience. The application will be the primary document used by the DMP/J1 Recruitment and Placement Specialist to evaluate experience. Experience will be evaluated in terms of type and quality in relation to the requirements of the position.

b. Multiple grade certifications. When a position has been advertised at multiple grade levels without a statement that candidates below the full performance level will only be considered if there are not enough qualified candidates at the full performance level, then management must consider candidates at all of the announced grade levels. Accordingly, all qualified candidates at each grade level will be certified to the selecting official. Separate certificates for each grade level are not required. In this situation, management can make a selection from any of the announced levels.

c. Referral and selection certificates. All candidates determined to meet the minimum qualifications for the position will be listed on the referral and selection certificate as defined in Chapter 6.

## **Chapter 6**

### **Referral and Selection Procedures**

#### **6-1. Referral of Candidates-ARMY GUARD PROCEDURES**

Following the determination of basic eligibility and evaluation of candidates as outlined in Chapter 5 (if applicable), the DMP/J1 will:

a. Certify to the selecting official up to the seven best qualified candidates for each position advertised. Candidates will be listed alphabetically. More than seven candidates may be certified when qualified applicants are tied or when a position is advertised at multiple grade levels. In the last case, seven different qualified candidates may be certified at each grade level.

b. The following procedures will apply to bargaining unit positions in order to provide potential selection preference to bargaining unit members. Appendix A provides a flow chart for this process.

(1) To facilitate potential selection preference to bargaining unit applicants, for bargaining unit positions, a referral list of best qualified candidates will be prepared. From that referral list, at least one certificate with a minimum of three candidates will be forwarded to the selecting official (unless less than three candidates apply or if less than three candidates are certified as among the best qualified).

(2) This certificate will contain only bargaining unit members if at least three eligible bargaining unit members apply and are certified as among the best qualified. If at least three eligible bargaining unit members do not apply, or are not among the best qualified, then the most qualified of the non-bargaining unit applicants (if among the seven best qualified) may be included on this initial certificate.

(3) The determination of the next most qualified among the best qualified is made by the DMP/J1 Recruitment and Placement Specialist or Subject Matter Expert on the basis of written application materials submitted.

(4) If the selecting official does not make a selection from the initial certificate containing only bargaining unit candidates, the selecting official will request a second certificate with a maximum of four additional candidates, to bring the total number of candidates to the maximum of seven best qualified candidates.

c. Notify those individuals who were not submitted for consideration.

## **6-2. Referral of Candidates – AIR GUARD PROCEDURES**

a. Refer to the selecting official all qualified candidates for each position advertised. Candidates will be listed alphabetically within the grade at which certified.

b. In accordance with negotiated labor/management agreements, bargaining unit employees will receive first consideration for a vacancy when such vacancy is identified as a position having known promotion potential (multiple grades within the same job series).

c. Notify those individuals who were not submitted for consideration.

## **6-3. Action by Selecting Supervisor**

The selecting supervisor is free to select or non-select any candidate referred to him/her (provided, of course, that he or she does not thereby engage in illegal discrimination or any other prohibited personnel practice). Upon receipt of the selection certificate, the selecting supervisor will:

a. Interview candidates.

(1) To avoid a perception of bias or pre-selection, the use of selection boards/teams made up of two or more individuals is strongly encouraged.

(2) Every effort will be made to conduct personal interviews. If not possible, telephone interviews should be conducted. When one of the referred candidates is interviewed, every effort should be made to interview all candidates on the certificate.

b. Make a tentative selection and verify qualifications and applicable military requirements.

c. Make a final selection. If all candidates are rejected, the selecting official will return the certificate to the DMP/J1.

d. Notify the selected candidate.



- e. Notify those candidates not selected.
  - f. Negotiate a release date between gaining and losing supervisor in the case of individuals currently employed by the federal government.
  - g. Sign and return the selection certificate to the DMP/J1.
- (3) The selecting supervisor shall not delegate his/her authority to select a candidate or this responsibility.

#### **6-4. Action by the Director of Manpower and Personnel / J1 Office**

A representative of the DMP/J1 will:

- a. Arrange for a release date if requested.
- b. Prepare appointment/promotion/reassignment file (See Chapter 7).

#### **6-5. Release of Selectee**

After selection for promotion or placement, a military technician must be released promptly from his/her present position. Release will normally be within 2 weeks after selection. In all cases, the release date will not be delayed longer than 30 days without approval of the DMP/J1.

### **Chapter 7**

#### **Placement and Promotion Records**

##### **7-1. Purpose**

Complete placement and promotion records will be maintained by the DMP/J1 to:

- a. Provide a clear record of actions taken.
- b. Evaluate the merit placement program.
- c. Provide an audit basis to substantiate that merit placement actions are being made on a fair and equitable basis in accordance with this law, regulation and policy.

##### **7-2. Records**

Sufficient records are required to allow reconstruction of the placement action. The following records are to be maintained in the DMP/J1:

- a. Copy of the vacancy announcement.
- b. Copy of Initial Screening Worksheets and NGB Form 300-6.
- c. Copy of OF 612, resume or SF 171 and attached documents.
- d. Forms used in the evaluation and rating process.

##### **7-3. Duration**

Records will be maintained for a minimum of two years. If a grievance is pending, records will be maintained until the grievance is resolved.

##### **7-4. Privacy Protection**

Information relating to individual placement actions or regarding candidates will not be discussed with (or shown to) unauthorized individuals. Supervisors and personnel specialists participating in merit placement actions will not disclose the details of their work to unauthorized persons.

## **Chapter 8**

### **Grievances and Complaints**

#### **8-1. Grievances**

A military technician who believes that proper procedures in the selection process were not followed in a particular placement action, for which they were an applicant, may present a grievance under applicable grievance procedures. A grievance will not be considered when it is based solely on non-selection.

#### **8-2. Discrimination Complaints**

Allegations of discrimination because of race, color, religion, sex, age, handicapping condition, or national origin made during any phase of selection process will be processed by the Wisconsin National Guard State Equal Employment Opportunity (EEO) Manager (SEEM) under Title VII of the Civil Rights Act and following appropriate procedures set forth by the EEOC. The State Equal Employment Manager (SEEM) is available to provide assistance to applicants desiring to bring forth a complaint of this nature.

#### **8-3. Other**

Other complaints or inquiries including those made by non-military technician candidates should be directed to the DMP/J1 for resolution.

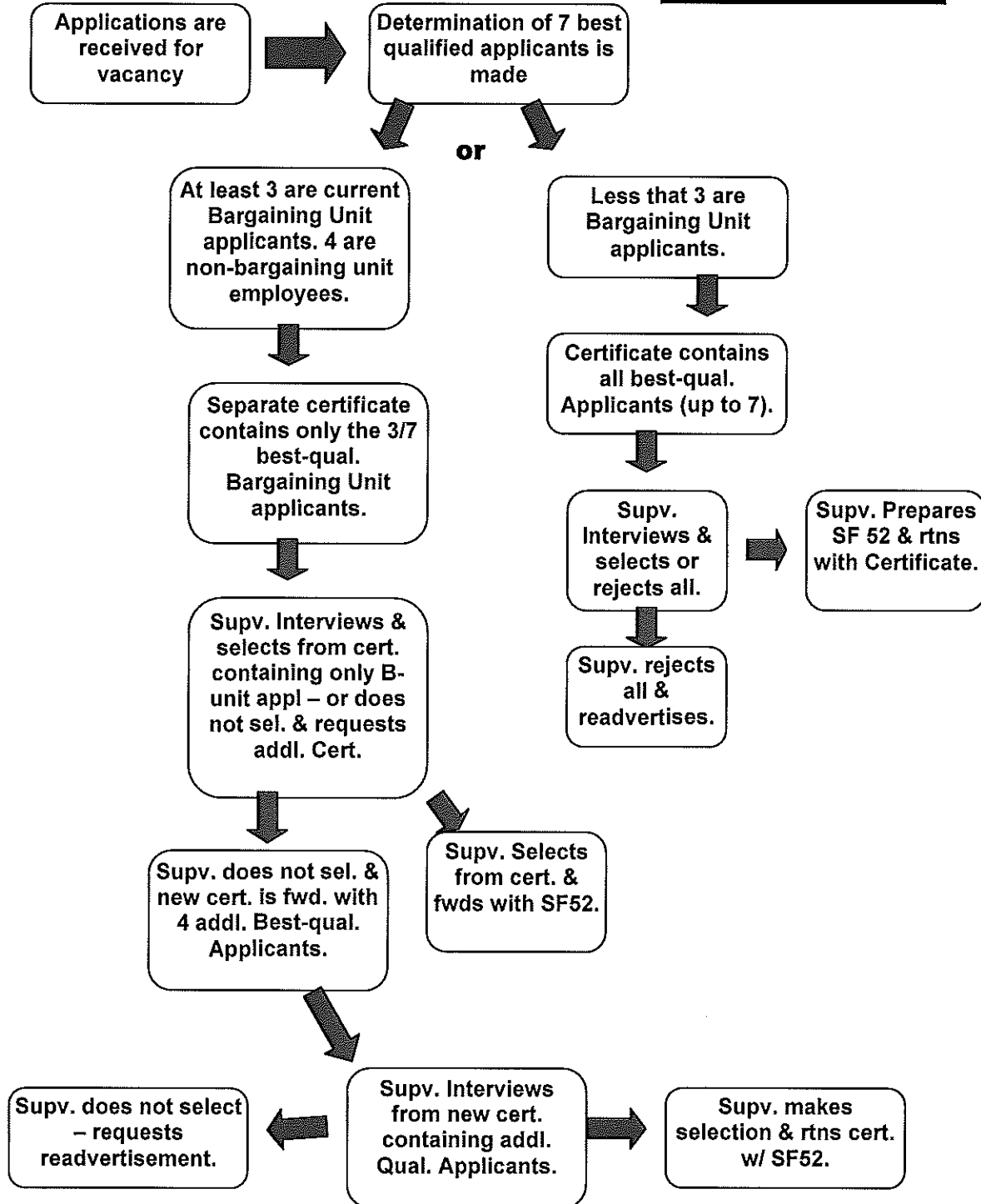
## **Chapter 9**

### **Corrective Action**

Actions taken to correct procedural, regulatory, or program violations will be taken in accordance with Part IV, National Guard Bureau Technician Personnel Regulation 335.

**APPENDIX A**  
(Applies to ARNG only)

**NOTE: For  
Bargaining Unit  
Positions Only.**





# Selection Manager: Quick Start Guide

## PART 1: GENERAL INFORMATION

Selection Manager is the hiring official's interface for USA Staffing. In Selection Manager, you can access certificates, review and print application materials, upload documents, make hiring decisions, and return certificates electronically to the human resources (HR) office.

### Logging In

You will receive an email to access Selection Manager when a certificate is issued to you. If you are accessing the system for the first time, you will receive an email with your user name and instructions to create your password. On your first login, you will be required to read and accept the *Rules of Behavior*.



### TABLE OF CONTENTS

Part 1: General Information.....	1
Part 2: System Navigation.....	2
Part 3: Accessing Certificates.....	2
Part 4: Reviewing Applicants .....	4
Part 5: Making Selection Actions .....	6
Part 6: Adding applicant or certificate notes .....	7
Part 7: Uploading Case File Documents.....	7
Part 8: Returning a Certificate to HR .....	7
Part 9: Updating Your Account .....	8
Part 10: Getting Help .....	8

## PART 2: SYSTEM NAVIGATION

The system displays the following four buttons on the navigation bar:



- **Home.** This button returns you to the *Home* page where you can see a summary of your hiring actions and alerts.
- **My Account.** This button allows you to update your Selection Manager profile, change your password, and customize Selection Manager email reminders.
- **Batch Docs.** This button serves as a storage area for print requests.
- **Logout.** This button ends your Selection Manager session.

## PART 3: ACCESSING CERTIFICATES

The Selection Manager *Home* page is divided into the following four sections:

- **My Hiring Actions.** This section displays vacancies and associated certificates issued to you.
- **My Hiring Alerts.** This section displays notifications for new certificates, certificates due within five days, and overdue certificates.
- **My Returned Actions.** This section displays all certificates for which you were listed as a contact in USA Staffing **and** that have been returned to HR within the last 90 days. You cannot modify certificates displayed in this section as the certificate fields will be inactive (grayed out).
- **My Selections.** This section displays the names of applicants selected from certificates returned to HR within the last 90 days and provides a link to the *Certificate View* page of the returned certificate from which the applicant was selected from.

To access available certificates for a vacancy, click the link under the *My Hiring Actions* section of the *Home* page (for example, [HR Specialist-103764](#)). This will take you to the *Hiring Actions* page for the selected vacancy.

**Selection Manager** HOME MY ACCOUNT BATCH DOCS LOGOUT

Home Welcome, William Schuester!

The My Hiring Actions section shows certificates currently assigned to you. The My Hiring Alerts section shows certificates that are new, due within 5 days, and past due. The My Returned Actions section shows certificates returned to HR in the last 90 days. The My Selections section shows applicants selected on certificates returned to HR in the last 90 days.

**My Hiring Actions**

Vacancies By Customer:

Automated Systems Management Branch (1)

- [HR Specialist - 103764 \(1\)](#)

**My Hiring Alerts**

- You have a new vacancy. [HR Specialist, 103764 \(1\)](#)

**My Returned Actions**

Vacancies By Customer:

Automated Systems Management Branch (1)

- [HR Specialist - 103764 \(1\)](#)

**My Selections**

Applicants By Vacancy Position Title :

HR Specialist

- [FABRAY, QUINN](#)

## Hiring Actions Page

The *Hiring Actions* page displays a summary of the vacancy information and lists the associated certificates by request number.

**Selection Manager** HOME MY ACCOUNT BATCH DOCS LOGOUT

Hiring Actions ☒ Applicants of Interest

Vacancy 103764 Position Title HR Specialist Announcement Number BSC-103764-1002 Customer Automated Systems Management Branch

[View Vacancy Announcement](#) [Share Hiring Actions](#)

Request Number	Certificate ID	Specialty	Location	Grade	Total Apps	Date Issued	Date Due
103764-003	<a href="#">MT-12-HHA-02376S0</a>	HR Specialist (Classification)	Springfield, OH	09	5	01/19/2012	02/02/2012

Prev 1 Next

Displaying: 1 - 1 of 1

To access a specific certificate, click the link under the Certificate ID column (for example, [MT-12-HHA-02376S0](#)). This will take you to the *Certificate View* page.

## Returned Actions Page

The *Returned Actions* page displays a summary of the vacancy information and lists returned certificates by certificate number. It serves as a record of previously sent certificates that have been returned to HR.

Certificate ID	Specialty	Location	Grade	Total Apps	Issued	SM Status	Returned	Audited
MT-12-HHA-02318S0	HR Specialist (Recruitment and Placement)	Springfield, OH	11	7	10/17/2011	Recalled	01/11/2012	

To access a returned certificate, click the link under the Certificate ID column. This will take you to the *Certificate View* page. Selection actions on this page cannot be modified.

## PART 4: REVIEWING APPLICANTS

### Certificate View Page

The *Certificate View* page displays the following four tabs:

- **Applicant List.** This tab displays the list of applicants certified. It allows you to make selection actions, view supporting documents and questionnaire responses, add applicant notes, and mark applicants of interest.
- **Certificate Information.** This tab indicates the referral method used by HR to generate the certificate and contains certificate instructions.
- **Selection Notes.** This tab allows you to view and add selection notes at the certificate level.
- **Case File Documents.** This tab allows you to add documents to stored lists and certificates.

Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes
Abrams, Artie	1211						



## Viewing Applicant Supporting Documents

On the *Applicant List* tab, you can view an applicant's resume and other supporting documents by clicking the icon in the Docs column.

Applicant List		Certificate Information	Selection Notes	Case File Documents			
Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes
Berry, Rachel	1125				2		

This will open the *Certificate Details* dialog box, which lists links to the supporting documents. Click a link to view the document.

Certificate Details				
File Name	Type	Date Received		
<a href="#">Professional Resume.doc</a>	Resume	4/29/2010 12:11 PM		
<a href="#">Transcript.docx</a>	Transcript	4/29/2010 12:15 PM		

## Viewing Questionnaire Responses

On the *Applicant List* tab, you can view an applicant's responses by clicking the icon in the Responses column.

Applicant List		Certificate Information	Selection Notes	Case File Documents			
Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes
Berry, Rachel	1125				2		

A *Certificate Details* dialog box containing the applicant's questionnaire responses opens.

Certificate Details	
<b>Section Name</b> <ul style="list-style-type: none"> <li>Entire Questionnaire</li> <li>Narratives</li> <li>Employment Availability</li> <li>MIN QUALS</li> <li>Know of Federal Personnel Laws and Regulations.</li> <li>Ability to communicate in writing.</li> <li>Knowledge of recruitment techniques and options in the Federal Service.</li> <li>Ability to manage special programs and projects to automate personnel functions.</li> </ul>	
<b>Preview</b> <p>Full Time Employment Y. 40 Hours Per Week</p>	



## Marking Applicants of Interest

The *Applicants of Interest* feature allows you to highlight applicants to share with others or review at a later date. You can mark applicants of interest by checking the box under the checkmark column on the *Applicants List* tab. These applicants can be viewed by clicking the *Applicants of Interest* button on the *Certificate View* page. You have the option to batch print supporting documents and questionnaire responses for marked applicants.

Applicant List		Certificate Information		Selection Notes	Case File Documents			
Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes	<input checked="" type="checkbox"/>
Abrams, Artie	1211		<div><div></div></div>			<div><div></div></div>	<div><div></div></div>	<input type="checkbox"/>
Berry, Rachel	1125		<div><div></div></div>		<div>2</div>	<div><div></div></div>	<div><div></div></div>	<input type="checkbox"/>

## Printing Application Materials

The print function in Selection Manager provides a variety of options. You can print the Certificate, Questionnaire Responses, and/or Supporting Documents. All print requests can be accessed by clicking the Batch Docs button on the system navigation bar. The Batch Docs button serves as a storage area for all print requests.

## PART 5: MAKING SELECTION ACTIONS

On the *Applicant List* tab, you will see the Selection Action column which contains a drop-down list for each applicant on the certificate. Choose the appropriate selection action from this list for each applicant. To set multiple applicants with the same selection action, or mark a certificate as cancelled or unused, click the *Set All* button on this page.

# Selection Manager

[HOME](#)
[MY ACCOUNT](#)
[BATCH DOCS](#)
[LOGOUT](#)

## Certificate View

☐ Hiring Actions View
 ☒ Applicants of Interest

Vacancy

103764

Position Title

HR Specialist

Certificate Number

MT-12-HHA-02376S0

Grade

09

Location

Springfield, OH

Specialty

HR Specialist (Classification)

Return List to HR Office

Set All

Clear All

Due: 2/2/2012

Print

Applicant List		Certificate Information	Selection Notes	Case File Documents				
Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes	<input checked="" type="checkbox"/>
Abrams, Artie	1211		Selected	1/24/2012				<input type="checkbox"/>
Tentative Offer Date		Investigation Initiated Date	Job Offer Date	Effective Date	Tracking Number	Save Cancel		
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
Berry, Rachel	1125		<input type="text"/>		2			<input type="checkbox"/>
Cohen-Chang, Tina	1212		<input type="text"/>					<input type="checkbox"/>
Fabray, Quinn	1210		<input type="text"/>					<input type="checkbox"/>
Hummel, Kurt	1128	ICTAP	<input type="text"/>					<input type="checkbox"/>

Prev

1

Next

Displaying: 1 - 5 of 5

## PART 6: ADDING APPLICANT OR CERTIFICATE NOTES

Selection Manager allows you to add applicant or selections notes. The applicant notes feature is located on the App Notes column of the *Applicant List* tab. To add, view, modify, or delete applicant notes, click the icon in this column. These notes can be viewed by the servicing HR office when the certificate is returned and will be retained in USA Staffing.

Applicant List		Certificate Information		Selection Notes		Case File Documents		
Applicant Name	Last 4 of SSN	Priority Category	Selection Action	Action Date	Docs	Responses	App Notes	<input checked="" type="checkbox"/>
Berry, Rachel	1125				2			<input type="checkbox"/>

The selection notes feature is located on the *Selection Notes* tab of the *Certificate View* page. In this tab you can add, view, modify, or delete selection notes at the certificate level. These notes can be viewed by the servicing HR office when the certificate is returned.

## PART 7: UPLOADING CASE FILE DOCUMENTS

You can add case file documents to stored lists and certificates in Selection Manager. The document upload feature is located in the *Case File Documents* tab. Documents uploaded in Selection Manager are transferred automatically to USA Staffing and retained in the electronic case file. You can also view documents uploaded by others and notes entered by HR users. You can delete your own uploaded documents but cannot delete documents uploaded by others.

Applicant List		Certificate Information	Selection Notes	Case File Documents	
File Name	Linked To	Added By	Date Added	Notes	
<a href="#">Rating Sheet.rtf</a>	Certificate - MT-12-HHA-02376S0	William Schuester	1/20/2012		

Upload New Document

## PART 8: RETURNING A CERTIFICATE TO HR

You must return certificates to the HR office for auditing purposes. To return a certificate, click the *Return List to HR Office* button on the *Certificate View* page. On the *Certificate Details* dialog box, select the appropriate signature option from the drop-down list. You have the option to include your signature or sign for the authorized (selecting) official if this was delegated to you. When signing for the selecting official, you must enter his or her *Name* and *Title*. Click the *Send* button to return the certificate. Once you click *Send*, the certificate will be removed from the Hiring Actions list on your Home page. You can continue to access returned certificates and applicants' documentation on the *Returned Actions* page.

Certificate Details

✕

## Return List to HR Office

By clicking "Save" you will send a notification to the HR Office and the certificate will be removed from your Selection Manager workload.

Options

Include My Signature

Include My Signature

Sign for the Authorized Official

Blanca L. Santiago

07/17/2010

Title

HR Specialist

Send

## PART 9: UPDATING YOUR ACCOUNT

To update your Selection Manager account information click the *My Account* button on the navigation bar. On the *Account Management* page, you can update or change your profile information, login information, and/or notification preferences.

## PART 10: GETTING HELP

For additional information and instructions for using Selection Manager, click the question mark icon located on each screen or click the following link <http://help.usastaffing.gov/selectionmanager>.



# Labor Relations

CPT Kristin Boustany  
*National Guard*  
*Technician Personnel Management Course*

---

---

---

---

---

---

---

## Agenda

- Employee Rights
- Union Rights
- Management Rights
- Bargaining Procedures
- How to avoid Grievances
- Unfair labor Practices
- Formal Discussions
- LR Tool Kit

2

---

---

---

---

---

---

---

## **DEFINITION OF A SUPERVISOR**

**5 USC 7103**

A supervisor is a person who is authorized, with respect to employees, to do or recommend at least one of the following:

- |             |           |                    |
|-------------|-----------|--------------------|
| -hire       | -promote  | -direct employees  |
| -transfer   | -furlough | -suspend           |
| -assign     | -remove   | -reward            |
| -recall     | -lay-off  | -adjust grievances |
| -discipline |           |                    |

3

---

---

---

---

---

---

---

## Basic Employee Rights under 5 USC Chapter 71:

- **An employee has the right to:**
- FORM, JOIN, or ASSIST a labor organization;
- ACT AS A REPRESENTATIVE of a labor organization;
- BARGAIN COLLECTIVELY through a labor organization

4

---

---

---

---

---

---

---

## Who Can **NOT** Join the Union?

- **THE BARGAINING UNIT:**
- Certain employees are excluded from bargaining units by 5 USC 7112.
- These are the exclusions:
  - Supervisors/Management officials
  - Employees engaged in personnel work (other than clerical);
  - Employees working in a confidential capacity for officials who formulate general labor relations policy;
  - Employees engaged in intelligence or security work affecting national security;
  - Employees investigating or auditing work or conduct of other agency employees;
  - Professional employees unless a majority of the professionals vote for inclusion.

5

---

---

---

---

---

---

---

## **UNION RIGHTS WHEN GRANTED EXCLUSIVE RECOGNITION**

5 USC 7114

- May negotiate agreements for all employees in the collective bargaining unit
- Responsible for representing the interests of all bargaining unit employees –member or NOT
- Must be given the opportunity to be represented at all formal management-employee discussion concerning grievances or other negotiable issues

6

---

---

---

---

---

---

---

**UNION RIGHTS WHEN GRANTED  
EXCLUSIVE RECOGNITION**

5 USC 7114



**Investigating Interviews  
THE WEINGARTEN RIGHT  
(5 USC 7114(a)(2)(B))**

7

---

---

---

---

---

---

---

---

**UNION RIGHTS WHEN GRANTED  
EXCLUSIVE RECOGNITION**

5 USC 7114

*Must be given the opportunity to be present  
at any investigative examination of a unit  
employee, IF the employee...*

- Reasonably believes the examination may result in disciplinary action,  
**AND**
- Requests representation

8

---

---

---

---

---

---

---

---

**NON-NEGOTIABLE  
MANAGEMENT RIGHTS**

5 USC 7106(a)

- Determine mission, budget, organization, employee numbers and internal security
- Hire, direct, lay-off and retain employees
- Suspend, remove, reduce (grade/pay) or discipline employees

9

---

---

---

---

---

---

---

---

**NON-NEGOTIABLE  
MANAGEMENT RIGHTS**

5 USC 7106(a)

- Assign work, contract out and determine which personnel will perform operations
- Select and appoint employees
- Take necessary emergency actions

10

---

---

---

---

---

---

---

Labor Management  
Agreements: Bargaining

11

---

---

---

---

---

---

---

**DUTY TO BARGAIN**

5 USC 7106(b)

Nothing precludes management and the union from "Impact and Implementation" bargaining on:

- ***Procedures*** which management will observe in exercising its rights
- ***Appropriate Arrangements*** for employees adversely affected by management in exercising its rights

12

---

---

---

---

---

---

---

## **DUTY TO BARGAIN**

### ***Personnel Policies***

- Merit Promotion/Hiring & Reduction In Force (RIF)/Furlough Procedures

### ***Personnel Practices & Working Conditions***

- Parking assignments; picnics; employee lockers; location of coffee makers and microwave ovens; office space/design; type and placement of office furniture, etc

13

---

---

---

---

---

---

---

## **Grievances & Unfair Labor Practices (ULP's)**

14

---

---

---

---

---

---

---

## **NEGOTIATED GRIEVANCE PROCEDURES**

**5 USC 7121**

### ***Coverage:***

- All employee grievances except those excluded by 5 USC 7121 (b) & (c) (no strike/work stoppage provisions) and/or 32 USC 709e (NG Technician Act provisions)
- Must provide for final and binding arbitration
- Must provide for settlement of questions or arbitration

15

---

---

---

---

---

---

---



**NEGOTIATED GRIEVANCE  
PROCEDURES**

**5 USC 7121**

***Coverage (continued):***

- Limits employees to either union or self representation
- Does NOT apply to people excluded from the bargaining unit

16

---

---

---

---

---

---

---

**MANAGEMENT  
UNFAIR LABOR PRACTICES**

**under 5 USC 7116(a)**

- Interference, restraint or coercion of an employee in the exercise of assured rights
- Encourage or discourage membership in a labor organization by discrimination with respect to conditions of employment
- Sponsor, control or otherwise assist a labor organization

17

---

---

---

---

---

---

---

**MANAGEMENT  
UNFAIR LABOR PRACTICES**

**under 5 USC 7116(a)**

- Discipline or discriminate against an employee because the employee has filed a complaint or given testimony under 5 USC 7116
- Refuse to consult/negotiate
- Fail to cooperate in impasse procedures
- Enforce rules or regulations in conflict with a prior collective bargaining agreement

18

---

---

---

---

---

---

---

## **ALTERNATIVE DISPUTE RESOLUTION (ADR)**

### ***Types of Mechanisms:***

- Joint Dispute Resolution Committees
- Internal Agency Third-Party Review
- Facilitation
- Mediation



19

---

---

---

---

---

---

---

## **ALTERNATIVE DISPUTE RESOLUTION (ADR)**

### ***Types of Mechanisms (continued):***

- Fact-finding
- Advisory Arbitration
- Mediation – Arbitration
- Interest-Based (win-win) Bargaining

20

---

---

---

---

---

---

---

## **ADR MECHANISM COVERAGE**

- |                                                  |                                    |
|--------------------------------------------------|------------------------------------|
| • Grievances                                     | • ULP cases                        |
| • EEO cases/issues                               | • Contract interpretation disputes |
| • Hearing examiner cases                         | • Bargaining disputes              |
| • Workplace problems                             |                                    |
| • ANY issue the parties agree to place under ADR |                                    |

21

---

---

---

---

---

---

---

### WHY USE ADR MECHANISM?

- Decrease litigation/ resolution costs (money/time/man-power)
- Increase consensual settlements
- Improve relationships



22

---

---

---

---

---

---

---

### WHY USE ADR MECHANISM?

- Decrease formality
- Limit adversarial opportunities
- Facilitate future problem resolution



23

---

---

---

---

---

---

---

### WHAT IS A FORMAL DISCUSSION?

Under 5 USC 7114(2)(A)

***A discussion which is...***

- formal in nature,
- between one or more representatives of the agency AND one or more bargaining unit employees or representative, **AND**
- related to any grievance or any personnel policy or practices or other general conditions of employment

24

---

---

---

---

---

---

---

## **MANAGEMENT OBLIGATIONS**

5 USC 7117(d)(2)

- Notify the appropriate union representative of the meeting
- Afford union the opportunity to select its representative and to attend
- Allow the union representative to actively participate at the meeting

25

---

---

---

---

---

---

---

## **THERE IS NO FORMAL DISCUSSION WHEN/IF...**

Discussion is about and with an individual employee related to his/her:

- Personal problems
- Job performance
- Performance evaluation
- Oral reply to proposed disciplinary action(s)

During impromptu meetings on the shop floor

26

---

---

---

---

---

---

---

## **PAST PRACTICE**

5 USC 7117

***Once the parties establish a practice it becomes a condition of employment and must be bargained***

***You do not have to bargain over the decision to change a practice which conflicts with law or a government-wide regulations***

- Management is not free of the obligation to provide the union with advance notice of its intent to change what has been a condition of employment
- Management must also bargain on demand on bargainable proposals which come back

27

---

---

---

---

---

---

---

# HANDOUT



28

---

---

---

---

---

---

---

## USE OF OFFICIAL TIME

5 USC 7131

*Internal union business shall be conducted during the non-duty hours of the employees concerned.*

<b>MUST</b> approve for:	Collective Bargaining FLRA Proceedings
<b>MAY</b> approve for:	Other representational activities
<b>MAY NOT</b> approve for:	Internal union business

29

---

---

---

---

---

---

---

## QUIZ

- **Q:** When I sit down with an employee to discuss what is expected of him or her, must I invite the union to sit in?

**A:** No. The union has no right to be present at one-on-one discussions with employees to communicate performance standards for a particular job.

30

---

---

---

---

---

---

---

## QUIZ

- **Q: What are examples of unfair labor practices?**
- **A: Threatening an employee because he/she files a grievance; admonishing or giving an employee a low performance appraisal because of active union involvement; permitting union activities to influence, or give the appearance of influencing, selections for promotion for training opportunities.**

31

---

---

---

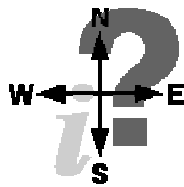
---

---

---

---

## Questions



32

---

---

---

---

---

---

---

# ELEMENTS OF A FORMAL DISCUSSION

## 5 U.S.C. 7114(a)(2)(A)

Management must give notice to the Union, if the following occur:

1. *a discussion*

2. *formal in nature*

factors to consider:

- Who held the meeting, first level supervisor or higher level
- Were other management officials present?
- Where held?
- How long did the meeting last
- How was meeting called (e.g., in advance or impromptu)
- Was there a formal agenda?
- Was employee attendance mandatory?
- How was meeting conducted? (e.g. minutes taken)?

3. *between an agency representative and bargaining unit employee*

4. *subject matter must concern*

- any grievance or
- a personnel policy or practices or
- any other general condition of employment

The following is a general list of the actions which an exclusive representative may and may not take with respect to a **FORMAL DISCUSSION**.

UNIONS CAN - -	UNIONS CANNOT - -
Designate its own representative to attend the formal discussion  Ask management for a short delay so that a representative versed in the subject matter of the meeting may attend to represent the union	Unreasonably delay the meeting because a particular representative is not able to attend at the scheduled time  Insist that more than one union representative attend
Designate a particular individual (with backup) as the union official to receive notice of all formal discussions or designate different individuals depending upon the type of meeting	Refuse to attend a formal discussion where there has been actual notice which allowed the union to select a representative of its choice, but there was no formal notice of the meeting
Ask management what the meeting is going to be about	Demand that all information to be discussed at the meeting first be discussed only with the union (assuming the meeting would not be a bypass)  Demand that other unrelated topics be added to the agenda
Clarify matters being discussed	Engage in an argument with the management officials conducting the meeting which interferes with the purpose of the meeting
Represent the interests of the bargaining unit	Raise issues that are not related to the topic or purpose of the meeting so as to disrupt the meeting and thwart its purpose
Speak, comment and make statements about the subject matter of the meeting	Take charge of the meeting so as to disrupt the meeting and thwart its purpose
Ask questions concerning the matter being discussed	Act in a manner that disrupts the meeting
Propose to negotiate at the applicable time over the manner in which the formal discussion right will be implemented by the parties	Insist that the notice be given and meeting be conducted in a particular manner as decided by the union



<b>FORMAL DISCUSSION ELEMENT</b>	<b>FACTORS INDICATING A FORMAL DISCUSSION</b>	<b>FACTORS NOT INDICATING A FORMAL DISCUSSION</b>
<b>FORMALITY</b>	Do you intend to require employees to attend?	Do you intend to make attendance voluntary?
<b>FORMALITY</b>	Do you intend to take notes or minutes or record the results of the meeting, use an agenda or a plan for conducting the meeting?	Do you intend to have a casual conversation?
<b>FORMALITY</b>	Do you intend to hold the meeting in a conference room or other non-workplace area?	Do you intend to hold the meeting on the shop floor?
<b>FORMALITY</b>	Do you intend to invite higher level management officials or other agency employees not involved in the day-to-day work with the employees?	Do you intend to only have a first line supervisor present?
<b>FORMALITY</b>	Do you intend to schedule the meeting in advance?	Do you intend to inform employees just before the meeting is to take place to gather together?
<b>FORMALITY</b>	Do you intend to conduct the meeting for a scheduled amount of time?	Do you intend to plan to only talk for a few minutes?
<b>FORMALITY</b>	Do you intend to discuss a significant topic of concern to the employees and the union?	Do you intend to discuss a routine topic?
<b>SUBJECT MATTER</b>	Do you intend to discuss any pending grievance, whether at the informal or formal stages of the negotiated grievance procedure?	Do you intend to discuss a matter of concern raised by a particular employee?
<b>SUBJECT MATTER</b>	Do you intend to discuss a workplace matter of concern to employees generally?	Do you intend to meet only with one employee to discuss a performance matter that concerns only the employee?
<b>SUBJECT MATTER</b>	Do you intend to discuss a personnel policy or practice that pertains generally to all the employees?	Do you intend to meet with one or a few employees to discuss the routine monitoring of job functions?
<b>SUBJECT MATTER</b>		Do you intend to discuss an employee=s job performance or conduct?
<b>SUBJECT MATTER</b>	Do you intend to discuss a formal EEO complaint?	Do you intend to discuss an informal EEO complaint?

The following is a general list of the actions which an exclusive representative may and may not take with respect to an **INVESTIGATORY INVESTIGATION**.

UNIONS CAN - -	UNIONS CANNOT - -
Designate its own representative to represent the employee at the exam, absent special circumstances	Designate a representative whose participation as a representative will interfere with the employer's interest in achieving the objective of the investigation or compromise its integrity
Ask management for a short delay so that a representative versed in the subject matter of the exam may attend to represent the union	Unreasonably delay the exam because a particular representative is not able to attend at the scheduled time Insist that more than one union representative attend
Ask management what the investigation is about	Demand that all questions to be discussed or documents to be referred to at the meeting be given first to the union representative before the meeting
Briefly consult with the employee before the exam	Delay the exam
Raise relevant facts and issues related to the investigation	Hide or confuse facts, mislead the investigators or delay or impede the investigation
Clarify questions being asked to ensure the employee understands the question	Answer the questions for the employee or repeatedly interrupt the questioning of the employee
Represent the interests of the bargaining unit and assist the employee in raising all relevant facts and issues	Raise issues that are not related to the investigation so as to disrupt, delay or impede the exam Engage in an argument with the management officials conducting the meeting which interferes with the purpose of the exam
Elicit favorable facts and extenuating circumstances	Take charge of the meeting so as to disrupt, delay or impede the exam
Consult with the employee during the examination	Disrupt, impede or delay the exam; or answer questions for the employee
Ask questions concerning the matter being discussed	Act in a manner that interferes with achieving the objective of the exam; damages the integrity of the investigation; or creates an adversarial contest
Propose to negotiate, at the applicable time, over the manner in which the investigatory examination right will be implemented by the parties	Insist that the investigatory examinations be conducted in a particular manner as decided by the union

<b>INVESTIGATORY EXAMINATION ELEMENT</b>	<b>FACTOR INDICATING AN INVESTIGATORY EXAMINATION</b>	<b>FACTOR NOT INDICATING AN INVESTIGATORY EXAMINATION</b>
<b>PARTICIPANTS</b>	Do you intend to have an agency or department employee, or a contractor as a substitute for the agency, conduct the exam?	Do you intend to have an outside law enforcement official not affiliated with the agency or department, without agency or department participation, conduct the exam?
<b>PARTICIPANTS</b>	Do you intend to examine a unit employee?	Do you intend to examine an employee who is not in the bargaining unit?
<b>EXAMINATION IN CONNECTION WITH AN INVESTIGATION</b>	Do you intend to ask questions of, or solicit information from, the employee about a matter under investigation?	Do you intend to ask questions about a routine workplace issue?
<b>EXAMINATION IN CONNECTION WITH AN INVESTIGATION</b>	Do you intend to secure an admission from the employee or ask the employee to explain his/her conduct?	Do you intend to ask the employee for his/her opinions on a topic?
<b>REASONABLE BELIEF OF DISCIPLINE</b>	If you were in the employee's place, and under the circumstances, would you be concerned that a response could 'get you in trouble with' management?	If you were in the employee's place, and under the circumstances, would you have no "worries" about providing any information about the topic under investigation?
<b>REQUEST FOR REPRESENTATION</b>	Did the employee make a clear request for representation?	Did the employee make no request for representation?

**Labor Management Relations**

# **Voluntary and Non-Disciplinary Actions**

Departments of the Army and the Air Force  
National Guard Bureau  
Arlington, VA 22202-3231  
13 July 2007

**UNCLASSIFIED**

# ***SUMMARY of CHANGE***

TPR 715

Voluntary and Non-Disciplinary Actions

Revision dated 13 July 2007

- o Provides more clarity and specificity in addressing non-disciplinary action issues
- o Changes procedures for voluntary or non-disciplinary actions, including changes to the law regarding 32 U.S.C. 709 and the Americans with Disabilities Act
- o Changes rules for termination of General Officers
- o Clarifies Management-Directed Reassignment rules for employee concurrence/non-concurrence with change to lower grade actions

Departments of the Army and the Air Force  
National Guard Bureau  
Arlington, VA 22202-3231  
13 July 2007

\*TPR 715

**Labor Management Relations**  
**Voluntary and Non-Disciplinary Actions**

---

**By Order of the Secretaries of the Army and the Air Force:**

**H STEVEN BLUM**  
**Lieutenant General, USA**  
**Chief, National Guard Bureau**

**Official:**

**GEORGE R. BROCK**  
**Chief, Plans and Policy Division**

---

**History.** This printing publishes a revision of TPR 715.

**Summary.** This revision updates the Human Resources procedures for voluntary and non-disciplinary actions for National Guard technicians, including changes to the law regarding 32 United States Code (U.S.C.) 709 and the Americans With Disabilities Act (ADA).

**Applicability.** This regulation applies to Title 32 U.S.C. National Guard technicians employed by the Army National Guard (ARNG) and Air National Guard (ANG) in the various states, territories and District of Columbia as defined by 10 U.S.C. § 10216 & 10217.

**Proponent and exception authority.** The proponent of this regulation is the Chief, National Guard Bureau. The proponent has the authority to approve exceptions to this regulation when consistent with controlling law and regulation.

**Management Control Process.** This regulation is not subject to the management control requirements of AR 11-2 (Management Control) and does not contain management control provisions.

**Supplementation.** Supplementation of this regulation/instruction is authorized. One copy of any supplement should be provided to Chief, National Guard Bureau, ATTN: NGB-J1-TNL, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

**Suggested Improvements.** Users are invited to submit comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the Chief, National Guard Bureau, ATTN: NGB-J1-TNL, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

**Distribution.** B.

---

*Table of Contents*

**Chapter 1**

**Introduction**

- 1-1. Purpose
- 1-2. References
- 1-3. Explanation of Abbreviation and Terms
- 1-4. Responsibilities

**Chapter 2**

**Voluntary Action**

- 2-1. Resignation
- 2-2. Change to a Lower Grade
- 2-3. Optional Retirement
- 2-4. Abandonment of Position

**Chapter 3**

**Non-Disciplinary Action**

- 3-1. Loss of Military Membership
- 3-2. Failure to Meet a Condition of Employment
- 3-3. Military Appointment Requirements
- 3-4. Termination of General Officers
- 3-5. Management-Directed Reassignment
- 3-6. Transfer of Function
- 3-7. Furlough for 30 Days or Less (22 workdays)
- 3-8. Decrease in the Hours of Duty for a Part-time Technician
- 3-9. Enforced Leave

**Appendices**

- A.** References
- B.** Leave and Absence Coding

**Glossary**

## **Chapter 1**

### **Introduction**

#### **1-1. Purpose**

This technician personnel regulation establishes responsibilities, policies and procedures for all voluntary and non-disciplinary actions in the National Guard Technician Program. Section 10, Public Law 90-486 requires issuance of regulations to prescribe the policies and responsibilities in Technician Personnel Programs. This regulation meets those requirements and provides The Adjutants General (TAG) and the Commanding General (District of Columbia) regulatory guidance for the administration of the National Guard Technician Program at the state level.

#### **1-2. References**

Required and related publications and prescribed and referenced forms are listed in Appendix A.

#### **1-3. Explanation of abbreviations and terms**

Abbreviations and special terms used in this regulation are explained in the glossary.

#### **1-4. Responsibilities**

a. The Chief, National Guard Bureau (CNGB) serves as the strategic focal point in developing, managing, and integrating employment of National Guard capabilities for the Office of the Secretary of Defense, the Joint Staff, and the Departments of the Army and Air Force in support of Combatant Commanders. Administers DoD, Joint, Army and Air Force programs; acquires, distributes, and manages resources. Coordinates departmental policies and programs for the employment and use of National Guard technicians under section 709 of Title 32, U.S.C., in accordance with the National Guard Bureau Charter.

b. NGB-J1 Manpower and Personnel Directorate serves as the primary advisor to the CNGB on all personnel and manpower issues in the National Guard. Provides oversight and has primary responsibility to the CNGB on the human resource program development, staffing, and execution of policy, plans, and programs concerning technician employment.

c. The Chief, Technician Personnel Division, NGB-J1-TN, is the primary advisor to NGB-J1, commanders, staff, and operating officials on all matters pertaining to military technicians assigned to the National Guard. Develops, maintains, and revises technician programs concerning voluntary and non-disciplinary actions in employment.

d. The Adjutant General (TAG). Establish an effective system to provide coordinated management direction regarding voluntary and non-disciplinary actions.

e. Joint Force Headquarters-State, JFHQ (St) J-1 provides oversight and has primary responsibility to TAG on the state's human resources technician program development, staffing, and execution of policy, plans and programs concerning voluntary and nondisciplinary actions.

f. Human Resources Officer (HRO).

(1) Issues regulatory guidance and direction to State managers and supervisors on their responsibilities, rights and obligations;

(2) Ensures State programs comply with applicable law, this TPR, and negotiated collective bargaining agreements (CBA);

(3) May negotiate with local labor organizations supplementary procedures within the context of appropriate arrangements for all bargaining unit technicians.

g. Employee Relations Specialist in conjunction with the Labor Relations Specialist. Administers voluntary and non-disciplinary action programs for the Human Resources Officer (HRO) and TAG.

(1) Implement and prepare local guidance.

(2) Provide advice, assistance and training to commanders, managers, and supervisors on effective use and participation in the program.

(3) Monitor compliance with law, applicable CFR's, CPM's, and sections of this TPR, and all local directives and policies of TAG.

(4) Represent and/or advise the representative of TAG in cases regarding Technician Employee Relations.

(5) When proposing new regulations, policies and local directives that substantially impact working conditions, the exclusive representative (labor organization) for the bargaining unit will be notified. Local directives and policies may not violate a negotiated CBA.



h. Managers and Supervisors. Ensure actions taken or proposed on behalf of TAG comply with law, applicable CFR's, CPM's, and sections of this TPR, all local directives and policies of TAG, and the CBA if required.

## **Chapter 2**

### **Voluntary Action**

#### **2-1. Resignation**

a. Resignation is a voluntary termination of employment. A technician can resign at any time; advance notice is not required. Management may ask for a reasonable period of notice to allow for a replacement or work adjustment but may not set an earlier or later date than the date selected by the technician.

b. A technician who plans to resign should complete a SF 52 or submit the resignation in writing, signed and dated, with an effective date and reasons for resigning. When the resignation is made orally, management should try to obtain written confirmation of the resignation from the technician. If this is not possible, the person to whom the resignation request is addressed should prepare a memorandum for the record to document the request including reasons given by the technician, the date, and names of any witnesses. Relevant documents are attached to the SF 52 used to process the resignation. Technicians should be encouraged to give specific reasons for resigning since these reasons are used to determine future employment eligibility and entitlement to various benefits including unemployment compensation. They also provide management with helpful information in assessing employment trends.

c. Management cannot demand a technician's resignation. However, when a technician is faced with an adverse action, management should refer the individual to the HRO for advice on options, including resignation. The technician should also be advised the effective date of the resignation, such as prior to or after the adverse action is proposed, dictates whether remarks about the adverse action can be placed on the resignation SF 50. A technician who resigns rather than face the adverse action process forfeits adverse action appeal rights. To make a well-informed decision, a technician should be referred to the HRO for advice on options, rights and benefits information.

d. A technician may request to withdraw a resignation before it becomes effective. Requests to withdraw must be in writing; verbal requests must be followed up in writing within five workdays. Within the Department of Defense there are generally two circumstances where management may deny withdrawal. These are:

- (1) When the technician's position has been or is scheduled to be abolished; or
- (2) When a commitment of the position to be vacated has been obligated to someone else (e.g. an individual is selected for the projected vacancy through the merit placement process and has given notice to his/her current employer). If a technician's request to withdraw a resignation before it becomes effective is denied, management must provide a written explanation of its decision and advise the technician of the right to request an appellate review or administrative hearing (see TPR 752 for a description of both appeal processes). Management has the burden of establishing the validity of its reasons for denying withdrawal (5 CFR Subpart B part 715.202).

e. A technician who has resigned and then alleges the resignation was involuntary must be advised by the HRO of the right to appeal. The technician can request an appellate review, administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable collective bargaining agreement. The timely selection of one forum precludes processing an appeal/grievance in the other forum. The burden is upon the technician to prove by a preponderance of the evidence<sup>1</sup> the involuntary nature of the action.<sup>2</sup>

f. When a request for a voluntary resignation in lieu of an adverse action is withdrawn, the adverse action under TPR 752 that prompted the resignation will be resumed. All time periods under TPR 752 that were stayed or delayed because of the resignation will be resumed at the point the voluntary resignation is withdrawn.

<sup>1</sup> Considering the record as a whole, the evidence is more convincing to The State Adjutant General than the opposing evidence.

<sup>2</sup> Case law holds that free choice is undermined to the extent that employees experience duress, time pressure, or mental incompetence at the time of their decision. Several decisions hold that a resignation is deemed involuntary if free choice is compromised (obtained by deception, coercion, duress, time pressure or intimidation). Note however that a choice between two adverse events is not generally held to be coercion, duress or intimidation.

## 2-2. Change to a Lower Grade

a. A technician can request a voluntary change to a lower grade at any time. Such requests are normally made for personal reasons and are usually in the technician's own best interest. A request for a voluntary change to lower grade must be in writing with all facts and circumstances surrounding the action documented. A voluntary change to lower grade at the request of the technician does not carry a right to pay retention under 5 U.S.C. 5363(a)(3). See TPR 500 for guidance on grade and pay retention.

b. Management cannot demand a technician request a change to lower grade. However, when a technician is faced with an adverse action, management may advise the individual of the option to voluntarily request a change to a lower grade. To make a well-informed decision, a technician should be referred to the HRO for rights and benefits information.

c. A technician may withdraw a voluntary request for a change to lower grade before it becomes effective. Requests to withdraw must be in writing (signed and dated); verbal requests must be followed up in writing within five workdays. There are two circumstances where management may deny withdrawal. Both are explained in paragraph 2-1d. If a technician's request is denied, management must provide a written explanation of its decision and advise the technician of the right to an appellate review, administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable CBA. Management has the burden of establishing the validity of its reasons for denying the withdrawal.

d. A technician who alleges the change to lower grade was not voluntary will have his/her allegations processed in accordance with the procedures established in paragraph 2-1e.

e. When a request for a voluntary change to lower grade in lieu of an adverse action is withdrawn, the adverse action under TPR 752 will be resumed. All time periods that were stayed or delayed because of the request for change to lower grade will be resumed at the point the request for a voluntary downgrade is withdrawn.

## 2-3. Optional Retirement

a. Application for optional retirement is a voluntary expression of a technician's desire to retire. The effective date is specified in the retirement application (SF 2801) provided the eligibility requirements are satisfied on that date.

b. Management cannot demand a technician retire. When a technician is faced with an adverse action, however, management may advise the individual of the option to retire. To make a well-informed decision, a technician should be referred to the HRO for rights and benefits information.

c. A technician may request to withdraw an application for retirement before it becomes effective. Requests to withdraw must be in writing; verbal requests must be followed up in writing within five work days. Within the Department of Defense there are two circumstances under which management may deny the request to withdraw. These two circumstances are explained in paragraph 2-1d. If a technician's withdrawal request is denied, management must provide written explanation of its decision and advise the technician of the right to an appellate review, an administrative hearing (see TPR 752 for a description of both appeal processes), or a grievance under the terms of an applicable Collective Bargaining Agreement. Management has the burden of establishing the validity of its reasons for denying the withdrawal.

d. A technician who has retired and then alleges the action was involuntary will have the allegations processed in accordance with the procedures established in paragraph 2-1e.

e. When a request for a voluntary retirement is withdrawn that is made in lieu of an adverse action, the adverse action under TPR 752 that prompted the retirement will be resumed. All time periods that were stayed or delayed will be resumed at the time the request for voluntary retirement is withdrawn.

## 2.4. Abandonment of Position

a. A technician can be removed for abandonment of position if he/she fails to report for work within a reasonable time (usually 10 calendar days). Management must attempt to ascertain the technician's intentions and document those attempts. If no intent to return can be established, the HRO processes the removal action and forwards the written notice by certified mail to the technician's last known home address. The removal is effective the last day the technician was at work or the last day of approved leave, whichever is later.

b. Abandonment of position is a voluntary termination from technician employment and as such will not require the 30-day notification established by 32 U.S.C. 709(f)(5).<sup>3</sup>

<sup>3</sup> 32 USC 709(f)(5) ... a technician shall be notified in writing of the termination of his employment as a technician and ... such notification shall be given at least 30 days before the termination date of such (Cont. next page)

c. A technician who requests to return to duty after an abandonment of position will be advised by the HRO of the right to appeal as outlined in paragraph 2-1e. The burden is on management to prove the technician abandoned the position.

d. A technician who challenges an abandonment of position determination may be charged with the offense(s) of AWOL under the provisions of TPR 752.

## Chapter 3

### Non-Disciplinary Action<sup>4</sup>

#### 3-1. Loss of Military Membership

a. Federal law requires civilian personnel employed pursuant to 32 U.S.C. 709 (a) to maintain membership in the National Guard as a condition of continued employment and requires prompt termination from the current position upon loss of membership in the Army or Air National Guard.<sup>5</sup> The one exception to the requirement for prompt termination upon loss of military membership is in pending disability retirement claims. Under these circumstances, a technician who has lost military membership may be retained until the OPM's adjudication is received.

b. A technician must be notified in writing of his/her termination at least 30 calendar days before the termination date<sup>6</sup> (unless serving under a temporary appointment, serving a trial or probationary period, or has voluntarily ceased to be a member of the National Guard). Termination from technician employment will coincide with separation from the National Guard since waiting until the military separation date to issue the notice would not be in keeping with the intent of Congress. The following rules apply when computing the 30-day notice:

- (1) Day means calendar day;
- (2) Calendar day is the 24-hour period between 12 midnight and 12 midnight;
- (3) The 30-day period begins the day after the notification is given directly to the technician or, if mailed, five days after the date mailed as shown on the certified mail return receipt;
- (4) The last day of the 30-day period may not be a non-work day and
- (5) There is no prohibition against effecting this action during the period 15 December through 3 January.

c. A technician has the option of waiving the 30-day notice requirement (waivers must be in writing). Preparation and issuance of the notice is an HRO responsibility.

---

employment (unless the technician is serving under a temporary appointment, is serving a trial or probationary period or has voluntarily ceased to be a member of the National Guard...).

<sup>4</sup> Non-disciplinary action is an adverse action taken for reason(s) other than to correct an employee's delinquency or misconduct. These actions are normally initiated and decided upon based on actions such as, but not limited to: lack of funds or work; changes to lower grade based on classification; or physical or mental inability to perform the duties of the position.

<sup>5</sup> 32 U.S.C. 709(b)(1) and (2) ... a person employed under subsection (a) must . . . be a military technician (dual status). . . be a member of the National Guard....

32 U.S.C. 709(f)(1)(A) . . . a person employed under subsection (a) who is a military technician (dual status) . . . who is separated from the National Guard or ceases to hold the military grade specified by the Secretary concerned for that position shall be promptly separated from military technician (dual status) employment . . .

The Supreme Court of the United States, in the case of *Tennessee v. Dunlap*, 426 U.S. 312 (1976), found no constitutional or due process defect in this arrangement.

<sup>6</sup> 32 U.S.C. 709(f)(5) a technician shall be notified in writing of the termination of his employment as a technician and . . . such notification shall be given at least 30 days before the termination date of such employment (unless serving under a temporary appointment, serving a probationary or trial period, or voluntarily ceases to be a member of the National Guard...).

### 3-2. Failure to Meet a Condition of Employment

a. There are many situations that constitute a failure to meet a condition of employment. The following represent the more common ones:

(1) Failure to maintain a compatible military assignment. For example, a technician fails a training course required for military assignment and is militarily reassigned, resulting in an incompatible assignment. Or, because of poor performance in the technician's military assignment, an individual is militarily reassigned, causing an incompatible assignment.<sup>7</sup> In both examples, management may reassign the technician to a compatible military assignment, or terminate the technician for failure to maintain a compatible military assignment.

(2) Failure to maintain the military appointment requirement for the position. For example, a technician assigned to an "enlisted only" position is appointed as a commissioned officer.<sup>8</sup>

(3) Failure to maintain the military rank required for the position.

(4) Failure to maintain flying status.

(5) Failure to maintain a state driver's license.

(6) Failure to maintain current qualifications as an aircrew member.

(7) Failure to meet the physical standards required for an aircrew member.

(8) Revocation of authorization to carry a firearm.

(9) Failure to maintain security clearance.

(10) Failure to remain qualified in the Personnel Reliability Program.

(11) Failure to complete military training.

(12) Physical inability to perform technician duties efficiently and/or safely.<sup>9</sup>

For example, the technician is physically prohibited by his/her physician from climbing, if it is not a temporary condition.

(13) Failure to maintain a compatible military assignment.

(14) Failure to restore to technician status after five years of uniformed service. Refer to Uniformed Services Employment and Reemployment Rights Act (USERRA).

b. If a technician can no longer meet a condition of their employment, management must take appropriate action. If the situation is of a temporary nature, management shall review the portion of the duties the technician will be able to continue performing and if the organization can withstand curtailment of duties for a temporary period of time. Answers to these questions will assist management to assess its options in:

(1) Leaving the technician in his/her position for the time period involved;

(2) Detailing the technician;

(3) Reassigning the technician;

(4) Offering the technician a change to lower grade; or

(5) Terminating the technician.

c. If the inability to meet a requirement of the position is permanent, management must remove the technician from the position either by reassignment, change to lower grade, or termination.

d. Decisions made in each case must be documented with well-founded justification. No decisions should be made without HRO coordination since placement could involve such things as compatibility, qualifications, training, pay, and technician assistance program. Regardless of the alternative selected, the HRO must advise the technician in writing.

e. If management determines a change to lower grade or reassignment is necessary, it must provide the technician with a reasonable amount of time to accept or reject the offer, usually 15 calendar days. The written notification must inform the technician that should he/she choose not to accept the offer, termination will be effected.

<sup>7</sup> *Martelon v. Temple*, 747 F.2d 1348 (10th Cir. 1984), *cert. denied* 105 S.Ct. 2675 (1985).

<sup>8</sup> TPR 300(302.7) permits The Adjutants General to make an exception to this requirement when the military appointment requirement (officer, warrant officer, enlisted) of a technician's position changes.

<sup>9</sup> The Americans With Disabilities Act (ADA) requires agencies to make "reasonable accommodations" to "qualified individuals with disabilities". An individual is considered to have a "disability" if s/he has a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such an impairment. It is strongly recommended that applicable EEOC regulations be reviewed before proceeding with this type of action.

The notice must include any appeal and grievance rights. The date of termination included in the memorandum to the technician must provide for a 30-day written notice.

### **3-3. Military Appointment Requirements**

Military appointment requirements (officer, warrant officer, enlisted) are specified on position descriptions. A technician who fails to maintain the military appointment requirements must be removed from the technician position. Normally this occurs when an enlisted technician is commissioned into the warrant officer or officer corps. Therefore, military technicians must be advised as early as possible about the effects such a military appointment will have on his/her technician employment. The supervisor is responsible for issuing a written notice informing the military technician that:

- a. Acceptance of an incompatible military appointment will result in termination from technician employment;
- b. Unless selected for a position designated as warrant officer or officer, termination from technician civilian employment will occur upon receipt of temporary Federal recognition (ARNG) or upon graduation from the Academy of Military Science (ANG).

Subsequently, the HRO must ensure the 30-day notice requirement established by 32 U.S.C. 709(f)(5) is accomplished.

### **3-4. Termination of General Officers**

A military technician promoted to general officer cannot continue in technician employment unless they meet the criteria outlined in TPR 303. Therefore, the HRO must issue a written notice as early as possible to advise the military technician that: (1) promotion to general officer will result in termination from technician employment, and (2) termination will occur not later than 14 days following the date of Federal recognition to any general officer grade that does not meet the criteria outlined in TPR 300. A copy of the Standard Form 50 terminating technician status must be provided to the NGB General Officer Management Office (NGB-GO) before Federal recognition orders can be published. The HRO must ensure the 30-day notice requirement established by 32 U.S.C. 709(f)(5) is accomplished.<sup>10</sup>

### **3-5. Management-Directed Reassignment**

a. Management may reassign a technician to another position at the same grade and pay.<sup>11</sup> It can also include the movement of a technician from a position with potential for noncompetitive promotion to a position without that potential. There must be a valid reason for a management-directed reassignment. Examples of valid reasons include but are not limited to the following: management needs the technician's expertise / talents elsewhere; action is required to prevent an incompatible assignment or a grade inversion situation; or action is required to eliminate or avoid disruption and conflict where personal disagreements are affecting work relationships.

b. The Human Resources Office is responsible for providing the technician with written notification of a management-directed reassignment. At a minimum, this notification will:

- (1) Explain why the management-directed reassignment is taking place (i.e. there must be sufficient detail to establish the action is for legitimate reasons);
- (2) State the effective date for the action;
- (3) Provide the technician with a reasonable amount of time (normally 5 work days) to accept or reject the assignment;
- (4) Provide benefit information applicable to the technician if the technician rejects the offer and termination occurs;

---

<sup>10</sup> As part of the package to be considered for general officer, a technician must sign a Statement of Understanding acknowledging the termination of their technician status in order to become a general officer. A copy of the Statement of Understanding is provided to the HRO from the personnel offices (ARNG and ANG) at the state HQ eight months prior to any action being taken. This Form may serve as the 30-day written notice under the statute.

<sup>11</sup> If the reassignment is a change to a lower graded position but is considered to be in the best interest of the Government and the technician concurs in the action, then the action is processed in accordance with TPR 715. If the technician does not concur with the reassignment to a change to lower grade, then the action must be processed in accordance with either TPR 752 (misconduct), or TPR 430 (performance).

- (5) Explain that if the offer is rejected, the notification memorandum constitutes a 30-day notice of termination; and
- (6) Inform the technician that there is no appeal of termination under this section.

### **3-6. Transfer of Function.**

The NGB reduction-in-force regulation, TPR 351, establishes procedures for transfer of function, although it is advised to also review the CBA. The HRO is responsible for providing written notification of the transfer. This notice must:

- a. Explain why the transfer of function is occurring;
- b. Provide the effective date for the transfer;
- c. Give the technician a reasonable amount of time (normally 10 calendar days) to accept or reject the transfer;
- d. Explain that if the offer is rejected, the notification memorandum constitutes a 30-day notice of termination; and
- e. Provide benefit information applicable to the technician if termination occurs.

### **3-7. Furlough for 30 Days or Less (22 Workdays)**

a. Management has the inherent authority to furlough any or all of its technicians if there are legitimate reasons. Situations under which a furlough can be used include lack of work, lack of funds, or unforeseeable circumstances such as breakdown in equipment, natural disasters, sabotage, or sudden emergencies requiring immediate curtailment of activities.

b. Collective bargaining obligations and negotiated agreement provisions on furlough procedures must be honored. If exception to negotiated procedures are required by management's authority to act in an emergency, labor organizations should be informed in advance of the nature and extent of the emergency.

c. The HRO is responsible for preparing and issuing written furlough notices. Such notices may be addressed to groups of technicians, but a copy must be provided to each technician or forwarded to the technician's address of record a minimum of 24-hours before the effective date of the furlough. Such notices will include: (1) the reason for the furlough; (2) the estimated length of the furlough (a furlough period can be for 30 consecutive calendar days or 22 nonconsecutive workdays; e.g., 1 day per week for 22 weeks); and (3) a statement the technician has the right to have the furlough action reviewed by TAG.

d. A technician who requests review of the furlough action submits his/her objections to the HRO. TAG takes whatever action he/she deems appropriate to thoroughly review the technician's objections along with management's need for the furlough. A final decision is then issued by TAG summarizing the objections and the method of review and concluding with the reasons for the final decision. (Management is responsible for establishing the appropriateness of the furlough.) The decision must also advise the technician there is no further administrative appeal to TAG's final decision.

(NOTE: Furloughs in excess of 30 calendar days (22 workdays) must be processed in accordance with TPR 300(351).)

### **3-8. Decrease in the Hours of Duty for a Part-time Technician**

a. Part-time employment is covered in TPR 300. Before management can decrease the specific number of hours a part-time technician has been employed to work on his/her prearranged scheduled tour of duty, the technician must be provided written notification of the decrease. As a minimum, the notification must be given to the technician in advance of the pay period in which the change occurs. The notice must include the reason for the decrease and a right to have the action reviewed by TAG. The notification memorandum must be cleared by the HRO before issuance.

b. A technician who requests review of the decrease in hours submits his/her objections to The TAG. TAG takes whatever action he/she deems appropriate to thoroughly review the technician's objections along with management's rationale for the decrease. A final decision is then issued by TAG summarizing the objections and the method of review and concluding with the reasons for the final decision. (Management is responsible for establishing the appropriateness of the decrease). The technician must also be advised there is no further administrative appeal to TAG's final decision.

### **3-9. Enforced Leave**

a. Management has the right to require a technician to leave the worksite when it is determined that: the technician is not ready, willing, and able to perform assigned duties; and/or the technician's continued presence is

highly undesirable or presents an immediate threat to Government property or the well being of the technician, co-workers, or the public. The following three examples illustrate this management right:

(1) A technician reports to work without required safety equipment. At that point the technician is not ready and able to perform assigned duties. A supervisor can place the technician on annual leave, compensatory time-off, or LWOP until he/she reports to work with the required safety equipment.

(2) A technician appears for work in what the supervisor reasonably determines to be an unsafe state due to illness, alcohol abuse, medication, controlled substance abuse, or other causes. Attempts to have the technician explain the condition are unsuccessful. The supervisor determines that the technician's continued presence creates an immediate threat to Government property, the technician, and/or fellow co-workers. The supervisor affords the technician an option of being taken home or to a family physician or having a family member called. If he/she refuses to choose or is unable to choose, the supervisor selects the best alternative. When the technician reports to work the next day, the supervisor advises him/her that unless there is a reasonable explanation, the leave status for the non-duty time will be LWOP. If there is a reasonable explanation (for example, reaction to new medication that can be supported by a doctor's statement), the supervisor can give the technician the option of using annual leave, compensatory time-off, or sick leave. The technician is then advised no further action will be taken or the incident is still being appraised and disciplinary or adverse action could result.

(3) A technician is in a rage, disrupting the entire shop (throwing objects and cursing). Attempts to calm the technician are rebuked. The supervisor determines the technician's continued presence would be highly undesirable. The technician is advised he/she is being placed in a LWOP status and to immediately leave the worksite and return when calmed down. The technician regains composure and reports to work the next day. The supervisor advises the technician that unless there is a reasonable explanation, the LWOP status from the previous day will not be changed. If the explanation alters the supervisor's position on the LWOP (for example, technician first learned of a family member's serious illness), the technician can be offered the option of taking appropriate leave. The technician is advised no further action will be taken or the incident is still being appraised and disciplinary or adverse action could result.

b. Enforced leave may not be continued once management determines the technician is ready, willing, and able to perform assigned duties or the immediate emergency is resolved.

## Appendix A

### References

#### Section I

##### Required Publications

##### Executive Order 11478

Equal Employment Opportunity in the Federal Government

##### TPR 430

National Guard Technician Performance Appraisal System

##### 5 CFR Part 630

OPM Policies and Requirements for Absence and Leave Programs

##### 5 U.S.C. Chapter 63

Absence and Leave. Provides basic statute governing leave and hours of work

##### 32 U.S.C. Section 709

Technicians: Employment, Use, Status. A Codification of The National Guard Technicians Act, Public Law 90-486 of 1968

#### Section II

##### Related Publications

Contains no entries.

#### Section III

##### Prescribed Forms

Contains no entries.

#### Section IV

##### Referenced Forms

Contains no entries.

## Appendix B

### Leave and Absence Coding

#### B-1. Paid Absences

Annual Leave .....	LA
Court Leave .....	LC
Enforced Annual Leave .....	LF
Holiday Leave.....	LH
Military Leave (DC Guard Only) .....	LI
Law Enforcement Leave (LEL) .....	LL
Military Leave.....	LM
Administrative Leave (Excused Absence) .....	LN



Sick Leave .....	LS
Traumatic Injury (Continuation of Pay – COP)	LT
Time Off Award .....	LY

**B-2. Unpaid Absences**

Leave Without Pay .....	KA
Suspension .....	KB
Absent Without Leave (AWOL).....	KC
Workers Compensation Program (OWCP).....	KD
Furlough.....	KE
Leave Without Pay – US (For Military Duty) .	KG

**B-3. Compensatory Time**

Compensatory Time Earned	CE
Compensatory Time Taken	CT

## **Glossary**

### **Section I Abbreviations**

#### **ANG**

Air National Guard

#### **ARNG**

Army National Guard

#### **ADT**

Active Duty for Training

#### **AT**

Annual Training

#### **CBA**

Collective Bargaining Agreement

#### **CFR**

The Code of Federal Regulations

#### **CG**

Commanding General

#### **CJCS**

Chairman of the Joint Chiefs of Staff

#### **CPM**

Civilian Personnel Manual

#### **DoD**

Department of Defense

#### **EEO**

Equal Employment Opportunity

#### **EO**

Executive Order

#### **FY**

Fiscal year

#### **HQDA**

Headquarters, Department of the Army

#### **HR**

Human Resources

#### **HRO**

Human Resources Officer

**IDT**

Inactive Duty Training

**LEL**

Law Enforcement Leave

**LWOP**

Leave Without Pay

**MOS**

Military Occupational Specialty

**MPA**

Military Personnel Authorization

**NGB**

National Guard Bureau

**OPM**

Office of Personnel Management

**OSD**

Office of the Secretary of Defense

**PCS**

Permanent Change of Station

**SAD**

State Active Duty

**TAG**

The Adjutant General

**TPR**

Technician Personnel Regulation

**USA**

United States Army

**USAF**

United States Air Force

**VLT**

Voluntary Leave Transfer

**Section II**

**Terms**

**Accrued Leave**

Leave earned by an employee during the current leave year that is unused at any given time in that leave year.

**Accumulated Leave**

Unused leave remaining to the credit of an employee at the beginning of a leave year.

**Excused Absence**

Absence from duty administratively authorized without loss of pay and without charge to leave.

**Leave Year**

The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

**Medical Certificate**

A written statement signed by a registered practicing physician or other practitioner, certifying to the incapacitation, examination, treatment, or the period of disability.

**Technician**

Dual Status and Non-Dual Status technicians defined in 32 U.S.C. §709.

**Section III**

**Special Terms**

This section contains no entries.

**Technician Personnel Regulation 752**

**Conduct Management**

# **Discipline and Adverse Action**

**National Guard Bureau  
Arlington, VA 22202-3231  
August 27, 2010**

**UNCLASSIFIED**

# ***SUMMARY of CHANGE***

TPR 752

Discipline and Adverse Action

This publication supersedes TPR 752, dated 23 February 1987.

- o Prescribes policies, procedures and responsibilities governing the discipline and adverse action program for National Guard technicians employed under Title 32 USC Chapter 7.
- o Separates disciplinary actions and adverse actions from adverse action appeals and the National Guard hearing examiner system.
- o Adds purpose, references, definitions and responsibilities in Chapter 1.
- o Adds appendices with samples of a letter of reprimand, proposed action letter, original decision letter, letter of representation, and last chance agreement.
- o Updates the "Table of Penalties" in Appendix D.
- o Adds a list of "Douglas Factors" which management must consider and weigh in deciding an appropriate course of action in Appendix F.
- o Condenses counselings, warnings and admonitions under non-disciplinary actions in Chapter 2.
- o Expands on Letters of Reprimand subject to grievance procedures, and use in adverse action proceedings as a previous offense, in Chapter 3.
- o Adds reference to probation/trial periods, and to suspensions with pay, in paragraph 4-1.
- o Adds miscellaneous provisions in Chapter 8.
- o Removes requirement to stay adverse action decisions during the time a technician enrolls in an Employee Assistance Program (EAP) for drug or alcohol use. It separates referral to EAP actions from misconduct actions in paragraph 8-10.

National Guard Bureau  
Arlington, VA 22202-3231  
August 27, 2010

## Conduct Management

### Discipline and Adverse Action

---

By Order of the Secretaries of the Army and the Air Force:

**CRAIG R. MCKINLEY**  
General, USAF  
Chief, National Guard Bureau

Official:

**JOHN D. SELMER**  
Lt Col, USAF  
Chief, Strategy and Policy

---

**History** This publication supersedes TPR 752, dated 23 February 1987.

**Summary.** This revision separates disciplinary actions and adverse actions from adverse action appeals and the National Guard hearing examiner system. It adds purpose, references, definitions and responsibilities; updates the “Table of Penalties”; adds appendices with a sample letter of reprimand, proposed action letter, original decision letter, letter of representation, and last chance agreement; and adds a list of “Douglas Factors” which management must consider and weigh in deciding an appropriate course of action.

**Applicability.** This regulation applies to all Title 32 USC National Guard technicians employed by the Army National Guard (ARNG) and Air National Guard (ANG) in the various states and territories, as defined by 10 USC §§ 10216 & 10217. Title 5 USC Chapter 75 adverse actions do not apply to National Guard technicians.

**Proponent and exception authority.** The proponent of this regulation is the Chief, NGB-J1-TN. The proponent has the authority to approve exceptions to this regulation when the exceptions are consistent with controlling law and regulation.

**Management Control Process.** This regulation is not subject to the management control requirements of AR 11-2 (Management Control) and does not contain management control provisions.

**Supplementation.** Supplementation of this regulation/instruction is authorized. One copy of any supplement should be provided to CNGB, ATTN: NGB-J1-TN, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

**Suggested Improvements.** Users are invited to submit comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to the CNGB, ATTN: NGB-J1-TN, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

**Distribution.** B.

---

## Table of Contents

### Chapter 1

#### Introduction

##### 1-1. Purpose

- 1-2. References
- 1-3. Explanation of abbreviations and terms
- 1-4. Responsibilities

## **Chapter 2**

### **Non-Disciplinary Actions**

- 2-1. General
- 2-2. Counseling
- 2-3. Admonitions

## **Chapter 3**

### **Disciplinary Actions**

- 3-1. General
- 3-2. Procedures
- 3-3. Grievances
- 3-4. Use in adverse actions

## **Chapter 4**

### **Adverse Actions**

- 4-1. General
- 4-2. Procedures

## **Chapter 5**

### **Proposed Action Letter**

- 5-1. General
- 5-2. Cause
- 5-3. Penalty being proposed
- 5-4. The right to review material relied upon
- 5-5. The right to reply
- 5-6. HRO technical assistance
- 5-7. The deciding official
- 5-8. Employee assistance information (optional)

## **Chapter 6**

### **Technician's Reply**

## **Chapter 7**

### **The Original Decision Letter**

- 7-1. General
- 7-2. Statement of what action has been decided upon
- 7-3. The effective date
- 7-4. Reference to the technician's replies
- 7-5. Provide the reasons for the decision
- 7-6. Provide HRO assistance information
- 7-7. Appeal rights

## **Chapter 8**

### **Miscellaneous Provisions**

- 8-1. Technician representatives
- 8-2. Delivery of documents
- 8-3. Counting of days
- 8-4. Requests for extension of time limits
- 8-5. Harmful error
- 8-6. Corrective actions
- 8-7. Cancelling and re-starting adverse actions



- 8-8. Last chance agreements
- 8-9. Stay of imposition of penalties other than removal
- 8-10. Drug or alcohol use

**Appendices**

- A.** References
- B.** Sample Letter of Reprimand
- C.** Sample Proposed Action Letter
- D.** Table of Penalties for Various Offenses
- E.** Sample Original Decision Letter
- F.** The “Douglas Factors”
- G.** Sample Letter of Representation
- H.** Sample Last Chance Agreement

**Table List**

Table D-1: Penalty Guide

**Glossary**

This page intentionally left blank.

## **Chapter 1**

### **Introduction**

#### **1-1. Purpose**

This regulation prescribes policies, procedures, and responsibilities governing the discipline and adverse action program for National Guard technicians employed in accordance with the provisions of Title 32 USC Chapter 7. National Guard technicians are either military technicians (dual status) as defined in 10 USC §10216 or non-dual status technicians serving in a technician position as defined in 10 USC §10217.

#### **1-2. References**

Related publications, prescribed forms and referred to forms are listed in Appendix A.

#### **1-3. Explanation of abbreviations and terms**

Abbreviations and definitions of selected terms used in this regulation are listed in the Glossary.

#### **1-4. Responsibilities**

a. The Chief of the National Guard (CNGB) serves as the strategic focal point in developing, managing, and integrating employment of National Guard capabilities for the Office of the Secretary of Defense, the Joint Staff, and the Departments of the Army and Air Force in support of Combatant Commanders. Administers DoD, Joint, Army and Air Force programs; acquires, distributes, and manages resources. Coordinates departmental policies and programs for the employment and use of National Guard technicians under section 709 of Title 32, United States Code (USC) in accordance with the National Guard Bureau Charter.

b. NGB-J1 serves as the primary advisor to the CNGB on all personnel and manpower issues in the National Guard. Provides oversight and has primary responsibility to the CNGB on human resource technician program development, staffing, and execution of policies, plans and programs concerning technician employment.

c. The Chief, Technician Personnel Division, NGB-J1-TN, is the primary advisor to NGB-J1, commanders, staff and operating officials on all matters pertaining to military technicians assigned to the National Guard. Develops, maintains and revises the technician disciplinary and adverse action program.

d. The Adjutants General (TAG) supplement and publish military technician management policies relating to technician programs and processes. Monitor the states' compliance with technician guidelines, policies, directives, and report to NGB-J1 and CNGB on program effectiveness. Establish an effective process to provide due process for affected technicians under this regulation.

e. JFHQ (St) J1 provides:

- (1) Oversight and management of the disciplinary/adverse action program.
- (2) The administration of the disciplinary/adverse action program.

f. The State Human Resources Office (HRO):

- (1) Provides guidance and direction to all managers and supervisors on disciplinary responsibilities, rights and obligations;
- (2) Assists supervisors and managers with the procedural aspects of an action before issuance of a proposed adverse action or original decision;
- (3) Provides necessary training to managers and supervisors on the subject of this regulation;
- (4) Represents and/or advises the State Adjutant General (TAG) or TAG representative in disciplinary and adverse actions cases;
- (5) Provides general and procedural guidance and case information to the affected technicians; and
- (6) Consults with the State Judge Advocate Office.

g. The Manager and/or Supervisor:

- (1) Maintains an office or shop atmosphere which is conducive to good employee-management relations;
- (2) Practices and maintains discipline to reduce the need for formal discipline or adverse actions;
- (3) Ensures employees understand the duties and work practices, safety and security requirements and administrative procedures; and
- (4) Ensures any disciplinary action taken is justified by facts and circumstances and is consistent with agency policy, precedent and applicable collective bargaining agreement.

## **Chapter 2 Non-Disciplinary Actions**

### **2-1. General**

Non-disciplinary action—counseling or admonition—is communication from a supervisor requiring an employee to stop or to not repeat misconduct that is an offense stated in Table D-1. Non-disciplinary action is appropriate where the offense is minor and cessation or non-repetition of the offense is a satisfactory resolution of the matter.

### **2-2. Counseling**

Where non-disciplinary action is appropriate, counseling is appropriate in the first instance. Counseling is oral and is not recorded in the Supervisor's Work Folder on the Supervisor's Employee Brief for the technician.

### **2-3. Admonitions**

If after counseling the misconduct continues or is repeated, but non-disciplinary action is still appropriate, admonition is warranted. The admonition is written in the Supervisors Work Folder on the Supervisor's Employee Brief for the technician. The employee must be allowed to write on the brief his or her reply to the facts and reasons stated by the supervisor. If the employee replies orally and declines to reply in writing, the supervisor will write on the brief a summary of the reply. The supervisor will state the date on which the admonition and reply will be expunged, absent continuation or repetition of the misconduct. This date may not be more than one year after the date of the admonition. Expungement eliminating all record of the occurrence of the admonition will be accomplished on that date absent continuation or repetition of the misconduct.

## **Chapter 3 Disciplinary Actions**

### **Letter of Reprimand**

#### **3-1. General**

A letter of reprimand is a disciplinary action without an adverse action connected to it. A letter of reprimand may be used where a counseling or admonition is ineffective or where the nature of the offense warrants a more serious and formal action. Appendix D delineates various offenses and possible penalties.

#### **3-2. Procedures**

A letter of reprimand is issued by a person in the technician's supervisory chain. If it is issued by a supervisor other than the first line supervisor, the first line supervisor will receive a copy of the letter of reprimand. The supervisor issuing the letter of reprimand must determine by a preponderance of the evidence that the facts supporting the issuance of the letter of reprimand are substantiated. This may, but does not always, require an investigation, either formal or informal. The letter of reprimand should be in substantially the same form as the Sample Letter of Reprimand in Appendix B. All letters of reprimand will be cleared for procedural accuracy through the Human Resources Office. All letters of reprimand must at a minimum include the following:

- a. A description of the violation/offense/action (hereinafter referred to as the cause) in sufficient detail to show why the letter of reprimand is being given.
- b. The timeframe that the letter of reprimand will remain in effect in the Official Personnel Folder (OPF) of the technician. The timeframe is typically 1-3 years. Circumstances or the applicable Collective Bargaining Agreement (CBA) may require some other timeframe. If circumstances require some other timeframe, those circumstances must be detailed.
- c. Notice that the letter of reprimand may be grievable through the negotiated grievance procedure or the State administrative grievance procedure as applicable.
- d. A statement that the repeat of this type of conduct or behavior may result in a more severe disciplinary action to include suspension, change to lower grade or removal.

#### **3-3. Grievances**

All letters of reprimand are subject to grievance procedures except letters of reprimand issued by The Adjutant General as a reduction of a penalty imposed in an adverse action. All bargaining unit technicians must use the

negotiated grievance procedure. All non-bargaining unit technicians must use the State administrative grievance procedure.

### **3-4. Use in adverse actions**

Letters of reprimand may only be used in adverse action proceedings as a previous offense if the adverse action is commenced before the timeframe specified in the letter of reprimand has expired. Letters of reprimand remain in effect for the period of time stated in the body of the letter. Letters of reprimand that have expired by their terms do not constitute a previous offense in determining the penalty to be imposed. Letters of reprimand that have expired may be used as a consideration when determining the penalty to be imposed in an adverse action when a range of penalties may be imposed.

## **Chapter 4 Adverse Actions**

### **4-1. General**

a. Actions that constitute adverse actions. Adverse actions are actions that may result in a suspension without pay, a reduction to a lower grade, or removal from technician employment.

b. Actions that do not constitute adverse actions. The following actions do not constitute an adverse action, and the procedures and protection provided in this regulation will not be applied:

- (1) Actions addressed in TPR 715, Voluntary and Non-Disciplinary Actions.
- (2) Performance-Based Actions that cover performance management in general (such as performance standards, ratings, etc.).
- (3) Actions based on classification or job grading determinations.
- (4) Reduction-in-force and furlough actions covered by TPR 300(351).
- (5) Discharge of probationary or trial period technicians. (An adverse action procedure applies when suspending probationary or trial period technicians.)
- (6) Mandatory retirements.
- (7) Denial of within-grade increases.
- (8) Actions excluded by law (i.e., political activity cases, Hatch Act violations).
- (9) Alleged loss or lessening of promotion potential.
- (10) Reduction of technician rates of pay from rates that are contrary to law or regulation.
- (11) Recording absences as absent without leave (AWOL can become the basis for initiating adverse action.)
- (12) Termination or reduction of entitlements that affect employee pay but do not involve any loss of base pay (e.g. night differential, hazardous duty pay, environmental differential pay).
- (13) Actions that entitle technicians to grade or pay retention or actions to terminate such entitlements.
- (14) Terminations of temporary or indefinite type appointments or termination of temporary promotions, details, etc.
- (15) Placement of technicians serving on an intermittent or part-time basis in a non-duty status in accordance with conditions established at the time of appointment.
- (16) Details to lower-graded positions without a change in official position assignment or loss of pay.

#### **c. Trial/Probationary technician removals.**

(1) Removal action may be taken at any time during the probationary period. If the removal of the technician is for post-appointment reasons, the technician is entitled only to written notice, with a general conclusion about deficiencies, before the end of tour of duty on the last day of the probationary period.

(2) A trial period (dual status technician) or a probationary period (non-dual status technician) removal does not provide the affected technician with the right to an administrative hearing or appellate review. This applies to either pre-appointment or post-appointment trial/probationary period removals.

(3) A 30 day notice is not required for removal of trial/probationary technicians within their trial/probationary period.

d. Suspension with pay. The fact that an adverse action is being processed does not require that a technician be prevented from performing their normal duties. In cases where there is no good reason to do so the technician will continue with their normally assigned duties. Where the continued presence of the technician may have an adverse impact on the mission, cause a safety concern or will unduly disrupt the work area, the technician may be suspended from duty with pay until such time as an original decision is rendered or the end of the 30 day notice of removal

period. Suspension with pay is not an adverse action. If a technician is suspended with pay, arrangements must be made with the technician and/or their representative for the preparation of their reply and or appeal. This must include access to documents and witnesses who voluntarily wish to meet with the technician or their representative.

#### **4-2. Procedures**

All adverse actions may have the following steps: 1. Proposed action letter (mandatory); 2. Technician's response (responses may be made by or on behalf of the technician at the technician's option, but are not required); 3. Original decision letter (mandatory); 4. Technician's appeal (Appeals may be made by or on behalf of the technician, at the technician's option, but are not required); and 5. Final decision letter (mandatory if technician appeals).

### **Chapter 5 Proposed Action Letter**

#### **5-1. General**

The proposed action letter is the first official document produced in the adverse action proceeding. The initiator of the proposed action letter is someone in the technician's supervisory chain. Prior to the proposed action letter being issued, the initiator must develop the facts (by a preponderance of the evidence) that constitute cause for the adverse action. The supporting facts may, but do not have to, be determined as a result of an investigation. Any investigative method or process may be used provided that the technician's "Weingarten Rights" (refer to Glossary, Section II, Terms, for brief explanation) are not violated. The proposed action letter must consist of the following parts: 1. The cause for the action being taken; 2. What penalty is being proposed; 3. The right to interview witnesses that agree to do so voluntarily, and to review, copy or receive the materials (documents, recordings, emails, reports of investigations etc.) that support the cause for the action; 4. The technician's right to reply; 5. A representative from the HRO that can provide technical assistance; and 6. The deciding official's contact information. All proposed action letters must be produced in conjunction with the HRO. A sample proposed action letter is provided at Appendix C.

#### **5-2. Cause**

Cause is the reason that the adverse action is being proposed. Stating the cause by listing an offense from the Table of Penalties for Various Offenses, Appendix D, is not sufficient. Enough additional facts must be included in the proposed action letter to allow the technician to know the details (who, what, when and where) of the offense that they are charged with. All separate causes should be combined in the same action, for example AWOL and misuse of a government vehicle, but different levels of the same offense should not be included, such as AWOL and unexcused tardiness. If a technician is arrested, indicted or convicted of a criminal offense, the arrest, indictment or conviction should not be used as cause. When a technician is arrested, indicted or convicted of a criminal offense, the conduct that lead to the arrest, indictment or conviction can be used as cause for the adverse action. Conduct occurring away from the workplace or outside of the technician duty day may be the basis for cause if there is a nexus between the conduct and the technician workforce. Where a nexus is alleged, it must be fully explained in the cause portion of the letter.

#### **5-3. Penalty being proposed**

The penalty being proposed must be completely stated and an explanation for selection of it must be briefly stated. Penalties must be similar for similar offenses with like circumstances. The Table of Penalties for Various Offenses, Appendix D, provides a general guide for common offenses. Variation from the proposed penalties is permissible. When circumstances require a variation, those circumstances must be provided in enough detail for the technician to be able to respond to them. When a removal is proposed, the proposed action letter will also constitute the 30-day advance notice of removal.

#### **5-4. The right to review material relied upon**

The technician or their representative is entitled to review, copy or receive the materials that make up the basis for the proposed action letter; this includes having witnesses identified and, if the witnesses consent, the right to interview them. These materials may be provided as copies when the proposed action letter is presented or may be made available for examination and copying at a later date. If they are not provided as copies at the time that the

proposed action letter is presented, the time for the technician's response does not start until the materials are made available to the technician or their representative. When the documents relied upon are part of the public domain, reference to the portion of the law, regulation, policy etc. is sufficient delivery if the technician or their representative has access to the material. Material that cannot be made public, such as classified material or confidential information, cannot be used as the basis for an adverse action.

#### **5-5. The right to reply**

The technician must be informed that they have the right to reply to the proposed action letter by means of written submissions, orally or by both methods. The technician is informed of the timeframe for making their reply. The timeframe will be specified in calendar days, a minimum of seven days will be afforded, and the technician will be informed of the process for requesting extensions of time to reply. The employer must provide a reasonable amount of excused absence for the technician to prepare their reply. At a minimum, this is four (4) hours and should be longer if the circumstances require.

#### **5-6. HRO technical assistance**

The technician must be provided with the name and contact information for a member of the HRO that will be available to assist the technician with technical assistance about the adverse action process. The HRO member cannot provide representation for the technician concerning the merits of their case, but is limited to providing procedural advice.

#### **5-7. The deciding official**

The technician is provided with the identity and contact information of the individual to whom they must reply if they decide to make a reply. This individual must be higher in the supervisory chain of the technician than the supervisor who proposed the adverse action. The deciding official must be reasonably available during the period for reply and any extensions. Contact information including address, telephone numbers and email address will be provided.

#### **5-8. Employee assistance information (optional)**

If it reasonably appears that a personal problem may have contributed to the cause for the adverse action, it is encouraged that employee assistance information be provided to the technician. Providing employee assistance information is for the voluntary use of the technician only and will be used for no other purpose.

### **Chapter 6 Technician's Reply**

The technician named in a proposed action letter has the right to reply to any fact or procedural issue raised by that letter. The technician (or their representative) may reply in writing, orally or by both methods. Witnesses will not be called during the reply portion of an adverse action. Voluntary statements or documents may be submitted as a portion of any reply. More than one reply by the technician may be submitted during the reply step. A reply is not required, and no adverse inference may be drawn from the fact that a reply was not made.

### **Chapter 7 The Original Decision Letter**

#### **7-1. General**

The deciding official named in the proposed action letter must make the original decision; this duty may not be delegated. The original decision letter will be prepared in conjunction with the HRO. The original decision letter contains the following parts: 1. A statement of what action has been decided upon; 2. The date the action will be effective; 3. Reference the technician's replies; 4. The reasons for the decision; 5. HRO assistance information; and 6. Appeal rights. The original decision letter is issued as soon as practical after the period for the technician reply has ended. A sample original decision letter is contained in Appendix E.

#### **7-2. Statement of what action has been decided upon**

The deciding official may uphold the proposed action, select a less severe penalty, or take no action at all. A more severe penalty than recommended in the proposed action letter may not be imposed. If a suspension is decided upon, the number of days should be clearly stated. If a change to a lower grade is decided upon, the grade and step for the lower grade must be specified.

**7-3. The effective date**

The deciding official will specify the date that the action taken will be effective on. The effective date may not be before the date of the original decision letter. If the action decided upon is removal, the removal cannot be effective on a date sooner than 30 days after the date of the proposed action letter.

**7-4. Reference to the technician's replies**

The original decision letter will refer to all replies received from the technician. If an oral reply is received, the original decision letter must provide a brief description of the issue or issues raised in the reply. When referencing replies, the original decision letter will note all issues raised in the replies and indicate if the issues were resolved. If no reply is received, this fact will be noted as well. No adverse inference may be made from the fact that no reply has been received.

**7-5. Provide the reasons for the decision**

The original decision will explain what causes in the proposed action letter were sustained and which were not. The causes need not be restated. All "Douglas Factors", found in Appendix F, that apply to resolution of each cause will be noted. When the penalty proposed in the proposed adverse action letter is to be imposed, an explanation of why such penalty is appropriate will be included. Any modification of the penalty from that included in the proposed action letter will be explained.

**7-6. Provide HRO assistance information**

The contact information for the member of the HRO that can provide technical and procedural assistance will be given. See section 5-6 above.

**7-7. Appeal rights**

Information about the right to appeal, the process for making the appeal and the types of appeals will be provided to the technician in the original decision letter. The letter will refer the technician to TPR 752-1. Notice will also be given that if an appeal is not made, or is not made in a timely manner, that the original decision letter will become final.

**Chapter 8**

**Miscellaneous Provisions**

**8-1. Technician representatives**

The technician who is the subject of an adverse action may choose any individual (other than a member of the HRO) to represent them. If the applicable collective bargaining agreement has provisions about representatives, those provisions will be followed. All representatives will be designated in writing with a statement of understanding that is substantially the same as that in the example found in Appendix G. Any changes of representation will be provided in writing.

**8-2. Delivery of documents**

The preferred method of delivery of documents is personal delivery with receipt of delivery noted on the retained copy of the delivered document; see the example letters in Appendices B, C, and E. The acknowledgement of a document is only an admission that the document was received and does not constitute agreement with the contents of the received document. Documents received by or provided to the designated representative will be deemed to be received by the technician represented. If personal delivery cannot be accomplished, delivery may be accomplished by mail or email. Delivery by mail must be by certified, return receipt requested, delivery. Delivery by mail is effective on the date signed for. Delivery by email is effective on the date the email is opened by the technician's account.



**8-3. Counting of days**

In all actions which specify that some follow-on action must take place within a certain number of days, the day of delivery is not counted in that number of days. The first day of the specified time period is the next calendar day after delivery. All calendar days are then counted, provided that the last day of the period cannot be a non-work day. If the period ends on a non-work day, the follow on action must be completed by close of business on the next scheduled work day.

**8-4. Requests for extension of time limits**

All requests for extension of time limits will be made to the official that will act next in the process. Requests must be in writing or by email. The facts and reasons supporting the need for the requested extension must be included in the request, but the official may grant any request and initial requests for short extensions routinely should be granted even if unsupported by stated facts and reasons. A written or email response will be made to each request for an extension either granting an extension to a date certain or if denying the request the reasons why the extension was denied.

**8-5. Harmful error**

A harmful error is an administrative or procedural error which may have caused management to reach a conclusion different than the one it reached, or an error that substantially diminishes the technician's ability to prepare and present a defense to the proposed adverse action. Harmful errors must be alleged immediately upon discovery. The burden of proof for showing that an error was a harmful error is on the technician. If an alleged harmful error is not immediately raised, the harmful error is deemed waived. Immediately means by separate writing or in the next scheduled response, such as the technician's reply.

**8-6. Corrective actions**

If an administrative or procedural error occurs but can be corrected to prevent or eliminate harm, the correction must be made. This may be done by issuing a new letter, allowing additional reply or response time or other such action as long as it may be clearly shown that the action as corrected afforded the technician with all the due process that they are entitled to.

**8-7. Cancelling and re-starting adverse actions**

Adverse actions are administrative actions, not criminal actions and are not subject to "double jeopardy" rules. At any time before an original decision letter is issued, an adverse action may be cancelled, changed and restarted. If an adverse action is cancelled for purposes of starting it over, the technician affected by the adverse action must be made whole. Making a technician whole means returning that technician to the position they would have been in had the action not been started. This may include returning the technician to a position they previously held, restoring leave and back-pay. All references to the action, to include cancellation, must be removed from the technician's files.

**8-8. Last chance agreements**

On occasion it may be desirable to enter into a last chance agreement, rather than immediately removing a technician from their Federal position. This is a determination that is at the sole discretion of the original decision maker or the final appeal authority. Last chance agreements hold removals in abeyance on certain conditions. These conditions must be part of the last chance agreement: (a) the continued good behavior of the technician with no repeat of a like offense, or one of like severity, (b) the continued good performance of the technician, (c) a written admission by the technician that they committed the offense that they were accused of, (d) that that offense would justify their removal, (e) how long this last chance agreement will remain in effect (not more than 2 years) and (f) that if they violate this last chance agreement during the period that it remains in effect that their removal can be effected immediately with no right to appeal. Any such last chance agreement must be reduced to writing and signed by the original decision maker/final appeal authority, the technician and their representative (if any).

**8-9. Stay of imposition of penalties other than removal**

On occasion it may be desirable to not impose a penalty based upon justice or the needs of the organization. Where an original decision has been issued and no appeal is pending, or where the final appeal authority has made a determination on an appeal, a penalty may be directed, but not imposed based upon certain conditions. These conditions must be part of the stay of imposition: (a) the continued good behavior of the technician with no repeat

of a like offense, or one of like severity, (b) the continued good performance of the technician, (c) the period of time that the stay of imposition will remain in effect (not more than 1 year) (d) acknowledgement by the technician that a violation of this stay of imposition will result in the immediate imposition of the penalty previously imposed, and (e) acknowledgement by the technician that the new offense that constituted a breach of the stay of imposition will be the subject of an entirely separate adverse action.

**8-10. Drug or alcohol use**

Where drug or alcohol use is cited as a defense or contributing factor for a technician's misconduct, the misconduct will be dealt with separately from the drug or alcohol use problem. The employee will be referred to a medical provider or an employee assistance program for the drug or alcohol use. The misconduct will be treated in the same manner that all such misconduct dealt with and similar penalty for a similar offense will be imposed. If the penalty imposed is a penalty other than removal and the technician can establish that the drug or alcohol use is a handicapping condition, then reasonable accommodations may be made. If the penalty imposed is removal, consideration should be made about the date of the proposed removal to allow the technician to obtain medical or treatment services as recommended by competent medical or professional authority.

**Appendix A**  
**References**

**Section I**  
**Required Publications**

This section contains no entries.

**Section II**  
**Related Publications**

**AFI 90-301**  
Inspector General Complaints

**AR 11-2**  
Management Control

**AR 15-6**  
Procedures for Investigating Officers and Boards of Officers

**AR 20-1**  
Inspector General Activities and Procedures

**AR 690-12**  
Equal Employment Opportunity and Affirmative Action

**AR 690-400**  
Total Army Performance Evaluation System

**Comptroller General Decision – Excused Absence**  
39 Comp. Gen. 203 (1958)

**DA Memo 690-7**  
Employee Administrative Grievance System

**DoDD 1400.25**  
DoD Civilian Personnel Management System

**PL 90-484**  
Technician Act of 1968

**PL 92-261**  
Equal Employment Opportunity Act 1972

**PL 95-454**  
Civil Service Reform Act of 1978 (CSRA)

**TPR 200**  
National Guard Bureau Personnel Management

**TPR 300(351)**  
Reorganizations, Realignment, and Reduction in Force

**TPR 430**

National Guard Technician Appraisal Program

**TPR 715**

Voluntary and Non-Disciplinary Actions

**5 CFR 300**

Employment, General

**5 CFR 550, Subpart H**

Pay Administration (Back Pay)

**5 USC 301**

Departmental Regulations

**5 USC Chapter 23**

Merit System Principles

**5 USC Chapter 43**

Performance Appraisal

**5 USC Chapter 71**

Labor-Management Relations

**32 USC 709**

Technicians: employment, use, status: A codification of the National Guard Technician Act, Public Law 90-486 of 1968

**42 USC**

The Public Health and Welfare

**Section III**

**Prescribed Forms**

This section has no entries.

**Section IV**

**Referenced Forms**

**DA Form 11-2-R**

Management Control Evaluation Certification Statement

**DA Form 2028**

Recommended Changes to Publications and Blank Forms

**NGB Form 904-1**

Supervisor's Record of Technician Employment

**Appendix B**  
**Sample Letter of Reprimand**

Heading: (name, date, etc.)  
Subject: Letter of Reprimand

1. This letter is a reprimand for your conduct on (time and location). At that time, you (specify the details, who, what and effect). This has had an adverse impact on the organization by (specify impact).
2. A repeat of this or similar conduct may result in more severe action being taken such as suspension, reduction to a lower grade or removal.
3. This letter was coordinated with the Human Resource Office and will remain in your Official Personnel File (OPF) for a period of (time period).
4. This letter may be grieved using the (State or negotiated grievance procedure).  
(For letters of reprimand where TAG issued it as a reduction from a more severe penalty in an adverse action appeal, this paragraph should state that this letter is a result of an appeal proceeding and may not be grieved.)
5. (Optional) Provide employee assistance information.

Signature block

I \_\_\_\_\_, have received this letter of reprimand this \_\_\_\_ day of \_\_\_\_\_. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

\_\_\_\_\_  
Technician name

Received this \_\_\_\_ day of \_\_\_\_\_, by the HRO for placement in the employee file of \_\_\_\_\_, for a period not to exceed \_\_\_\_\_.

\_\_\_\_\_  
HRO

**Appendix C**  
**Sample Proposed Action Letter**

Heading: (name, date, etc.)  
Subject: Proposed Action Letter

1. This is notification that I propose to (suspend and/or change to lower grade or remove) you from your position as (title and grade of technician position). The cause for this action is (a complete explanation of the cause {or offense} including the who, what, when and where. {Include all separate charges such as AWOL and misuse of a government vehicle, but not offenses of different severity for the same action such as AWOL, failure to follow leave procedures and unexcused tardiness}).
2. I propose to (suspend you for \_\_\_\_ number of days, reduce you to \_\_\_\_\_ grade, step \_\_\_\_\_, or remove you from your technician employment). {In removal cases add} This letter constitutes your 30 day notice of removal.
3. The witnesses known to me are (names and positions). You are entitled to interview them, and any other employees or military members who may have relevant information, if they are willing to be interviewed. You may arrange interviews on your own or with my assistance. I have enclosed all documents that I have relied upon for

your use. Or: You may review and copy the documents I have relied upon by making arrangements with name at location. {NOTE: the period for the technician to reply does not start until the supporting documents are made available to the technician}.

4. You have the right to reply to this proposed action letter orally, in writing, or by both methods to Name, address and contact information who will receive your reply(s) and will issue the original decision letter after the period for reply has ended. You will be granted amount of time, hours or days of excused absence to prepare your reply. Arrange for the use of this time with your immediate supervisor.

5. The Human Resource Office (HRO) has been consulted on the issuance of this letter and name, and contact information of the HRO is available to answer your procedural questions. This HRO member is not your representative.

6. After the period for your reply has ended, name, address and contact information will issue the original decision letter. If you require more time to reply, you must request an extension from the original decision maker in writing, providing the reasons for the extension and the period of time the extension is requested for. This request must be received by the original decision maker before the end of the reply period. The original decision maker may grant all, a portion, or none of this extension request.

7. (Optional) Provide employee assistance information.

Signature block

I \_\_\_\_\_, have received this letter of proposed action this \_\_\_\_ day of \_\_\_\_\_. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

\_\_\_\_\_  
Technician name

## Appendix D

### Table of Penalties for Various Offenses

The table of penalties below is a guide; it is not all-inclusive. The penalties are graduated in severity based on whether the alleged offense is the first, second, or third. Conduct that was the subject of counseling or admonishment is not an offense for purposes of this table. For example, if a technician was counseled for unexcused tardiness and admonished for a second instance of unexcused tardiness and management then decides to take disciplinary action for a third instance of unexcused tardiness, this third instance is the first offense for purposes of this table. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types of first offenses. The table provides suggested penalties and should not be applied inflexibly so as to impair consideration of factors relevant to the individual case. Note: Numbered remarks in last column follow this table.

**Table D-1.**  
**Penalty Guide**

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remarks
1a	Attendance related offenses	Unexcused tardiness	Letter of reprimand	Letter of reprimand to 1 day suspension	2-day to 5-day suspension	1
1b		Failure to follow established leave procedures	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	5-day suspension to removal	

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
1c		Absence without leave (AWOL) includes leaving work site without permission	Letter of reprimand to 1-day suspension	1-day to 15-day suspension	5-day suspension to removal	2
2a	Failure to observe written regulations, rules	Violation where safety to persons or property is not involved	Letter of reprimand to 1-day suspension	1-day to 15-day suspension	2-day suspension to removal	3
2b		Violation where safety to persons or property is involved	Letter of reprimand to removal	30-day suspension to removal	Removal	3
3a	Breach of security regulations or practices	Classified information is not compromised and breach is unintentional	Letter of reprimand to 5-day suspension	1-day to 15-day suspension	2-day suspension to removal	
3b		Classified information is not compromised and breach is intentional	Letter of reprimand to removal	30-day suspension to removal	Removal	
3c		Classified information is compromised and breach is unintentional	Letter of reprimand to 15-day suspension	2-day suspension to 30-day suspension	30-day suspension to removal	
3d		Classified information is compromised and it is a deliberate violation	30-day suspension to removal	Removal		
4a	Alcohol-related offenses	Unauthorized use of alcoholic beverages while on Govt. premises or in a duty status	Letter of reprimand to 15-day suspension	15-day to 30-day suspension to removal	30-day suspension to removal	4
4b		Sale or transfer of alcoholic beverage on Govt. premises or while any person involved is in a duty status	Letter of reprimand to 15-day suspension	15-day to 30-day suspension to removal	30-day suspension to removal	4
4c		Reporting to or being on duty while under the influence of alcohol to a degree which interferes with proper performance of duty, a menace to safety, or prejudicial to the maintenance of discipline	Letter of reprimand to 15-day suspension	15-day suspension to removal	Removal	4
5a	Drug-related offenses	Introduction of an unlawfully possessed controlled substance to a work area or Govt. installation for personal use	Removal			4
5b		Reporting to or being on duty while under the influence of unlawfully used drugs to a degree which interferes with proper performance of duty, a menace to safety, or prejudicial to the maintenance of discipline	Letter of reprimand to removal			4
5c		Introduction of a controlled substance to a work area or Govt. installation with the intent to unlawfully distribute it	Removal			4

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remarks
6a	False statements	Deliberate misrepresentation, exaggeration, falsification, concealment or withholding of a material fact	Letter of reprimand to removal	1-day suspension to removal	15-day suspension to removal	7
6b		Making false or unfounded statements against coworkers, supervisors, subordinates or Govt. officials which tend to damage the reputation or undermine the authority of those concerned	Letter of reprimand to removal	30-day suspension to removal	Removal	
6c		False statements, misrepresentation, or fraud in entitlements; time card, leave form, travel voucher	Letter of reprimand to removal	30-day suspension to removal	Removal	5
6d		False statements, misrepresentation on documents pertaining to qualifications, or other official record	Letter of reprimand to removal	Removal		6
7a	Refusal to testify; interference or obstruction	Refusal or willful failure to testify or cooperate in a properly authorized inquiry or investigation	3-day suspension to removal	5-day suspension to removal	Removal	
7b		Interference with or attempting to influence or attempting to alter testimony of witnesses or participants	5-day suspension to removal	30-day suspension to removal	Removal	
7c		Attempting to impede inquiry or investigation or to influence investigating officials	10-day suspension to removal	30-day suspension to removal	Removal	
8	Insubordination	Refusal to obey lawful orders, defiance of authority	Letter of reprimand to removal	5-day suspension to removal	Removal	
9a	Fighting; creating a disturbance	Creating a disturbance resulting in an adverse affect on morale, production or maintenance of proper discipline	Letter of reprimand to 5-day suspension	5-day to 10-day suspension	Removal	8
9b		Threatening or attempting to inflict bodily harm	Letter of reprimand to 15-day suspension	15-day suspension to removal	30-day suspension to removal	8, 19
9c		Hitting, pushing, or other acts against another without causing injury	Letter of reprimand to 30-day suspension	30-day suspension to removal	Removal	8, 19
9d		Hitting, pushing, or other acts against another causing injury	30-day suspension to removal	Removal		8
10a	Discourtesy	Rude, unmannerly, impolite acts or remarks (non-discriminatory)	Letter of reprimand to 1-day suspension	Letter of reprimand to 5-day suspension	1-day to 10-day suspension	9
10b		Use of insulting, abusive, offensive, obscene language, gestures or similar conduct (non-discriminatory)	Letter of reprimand to 10-day suspension	5-day suspension to removal	30-day suspension to removal	9



Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
11	Stealing	Stealing, actual or attempted, unauthorized possession of Govt. property or property of others, or collusion with others to commit such acts	Letter of reprimand to removal	Removal		10
12a	Misuse or abuse of Govt. property or personnel	Negligent loss, destruction or damage to Govt. property	Letter of reprimand to 5-day suspension	Letter of reprimand to removal	15-day suspension to removal	10
12b		Loss or damage to Govt. property, records or information when a technician is entrusted in safeguarding Govt. property as a requirement of the job	Letter of reprimand to 15-day suspension	Letter of reprimand to removal	15-day suspension to removal	10
12c		Using Govt. property or personnel in duty status for other than official purposes	Letter of reprimand to removal	1-day suspension to removal	15-day suspension to removal	10
12d		Misuse of Govt. credentials	Letter of reprimand to removal	5-day suspension to removal	15-day suspension to removal	
12e		Willful use or authorizing use of Govt. vehicle or aircraft for other than official purpose	30-day suspension to removal	Removal		11
12f		Intentionally mutilating or destroying a public record	Removal			12
13a	Sleeping on duty	Where no danger to persons or property is involved	Letter of reprimand to 1-day suspension	Letter of reprimand to 5-day suspension	5-day suspension to removal	
13b		Where danger to persons or property is involved	Letter of reprimand to removal	15-day suspension to removal	30-day suspension to removal	
14a	Loafing; delay in carrying out instructions; dereliction of duty	Idleness or failure to work on assigned duties	Letter of reprimand to 3-day suspension	Letter of reprimand to 5-day suspension	5-day suspension to removal	
14b		Delay or failure to carry out instructions within the time required	Letter of reprimand to 15-day suspension	3-day suspension to removal	5-day suspension to removal	
14c		Dereliction of duty	Letter of reprimand to removal	5-day suspension to removal	Removal	
15a	Gambling	Participating in an unauthorized gambling activity on Govt. premises or in a duty status	Letter of reprimand	1-day to 5-day suspension	5-day to 30-day suspension	
15b		Operating, assisting or promoting unauthorized gambling activity on Govt. premises while in duty status or while others are in a duty status	15-day suspension to removal	Removal		
16	Prohibited job actions	Participating in or promoting a strike, work stoppage, slow down, sick out or other prohibited job action	Removal			

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
17	Indebtedness	Failure to honor just financial obligations in a proper and timely manner	Letter of reprimand	Letter of reprimand	Letter of reprimand	13
18a	Sexual harassment	Not involving a subordinate	Letter of reprimand to 5-day suspension	5-day suspension to removal	10-day suspension to removal	14
18b		Involving a subordinate	3-day suspension to removal	10-day suspension to removal	30-day suspension to removal	14
19	Discrimination because of race, color, religion, age, sex, national origin, political affiliation, handicap or marital status	Prohibited discriminatory practice in any aspect of employment and includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination	Letter of reprimand to removal	30-day suspension to removal	Removal	15
20a	Reprisal	Intentional interference against exercising the right of, or reprisal against a technician for exercising a right to grieve, appeal or file a complaint through established procedures	Letter of reprimand to removal	5-day suspension to removal		
20b		Intentional interference with right to exercise, or reprisal against a technician for exercising a right under 5 USC 7101	Letter of reprimand to removal	5-day suspension to removal		
20c		Intentional reprisal against a technician for providing information to the IG, EEOC or NGB investigator, or for testifying in an official proceeding	30-day suspension to removal	Removal		.
21	Constitutional violation	Violation of constitutional rights, freedom of speech, association, religion	Letter of reprimand to removal	5-day suspension to removal	30-day suspension to removal	
22a	Political activity	Violation of prohibition against soliciting political contributions	Removal			
22b		Violation of prohibition against campaigning or influencing elections	30-day suspension to removal	Removal		
23	Misappropriation	Directing or rendering without a supervisor's direction services known not to be covered by appropriations	Removal			
24a	Misuse of Govt. charge card; travel or purchase	Deliberate or negligent travel card misuse, abuse, delinquency and fraud	Letter of reprimand to removal	5-day suspension to removal	10-day suspension to removal	
24b		Purchase card use for deliberate or negligent illegal, improper, or incorrect purchase	Letter of reprimand to removal	14-day suspension to removal	30-day suspension to removal	

Item	Nature of Offense	Sub-category	First Offense	Second Offense	Third Offense	Remark
25a	Conduct unbecoming a National Guard technician	Immoral, indecent, or disgraceful conduct	1-day suspension to removal	Removal		
25b		Solicitation of or accepting anything of monetary value from person seeking contracts or other financial gain	10-day suspension to removal	Removal		16
26a	Uniform wear	Failure to wear uniform while performing duties as a military technician	Letter of reprimand	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	17
26b		Failure to wear uniform properly	Letter of reprimand	Letter of reprimand to 1-day suspension	1-day to 5-day suspension	17
27	Misuse of Govt. communication systems & equipment	Intentionally using Govt. communication systems for other unauthorized purposes	Letter of reprimand to 15-day suspension	Letter of reprimand to removal	15-day suspension to removal	18

**Remarks:**

1. This includes delay in reporting at the scheduled starting time, returning for lunch or break periods, and returning after leaving workstation on official business. Penalty depends on the length and frequency of tardiness. Fourth offense typically may warrant 5-day suspension to removal.

2. These penalties generally do not apply to Absent Without Leave (AWOL) charged for tardiness of one hour or less. If a technician is absent without leave being approved, it is appropriate the time be recorded as AWOL and later changed to an approved leave category only when the approving authority determines that extenuating circumstances were such the absence is improperly charged to AWOL. This offense includes leaving the workstation without permission. Penalty depends on length and frequency of absences. Removal may be appropriate for a first or second offense if the absence is prolonged.

3. "Persons" includes "self". Penalty depends on seriousness of injury or potential injury and extent or potential extent of damages to property.

4. Using the Employee Assistance Program (EAP) and "reasonable accommodation" for assistance will not normally stop management from carrying out an adverse action.

5. This offense includes falsifying information on a time card, leave form, travel voucher, or other document pertaining to entitlement.

6. Removal is warranted when selection was based on falsified resume or credentials, where falsification was intentional and/or where the technician occupies a position with fiduciary responsibilities.

7. This offense includes perjury, making false sworn statements, and lying to the supervisor.

8. Lawful self-defense or defense of another is not an offense. Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive (but in excess lawful self-defense or defense of another) or aggressive in nature, or whether actions were directed at a supervisor.

9. Penalty for fourth offense within one year may be 14-day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.

10. Penalty depends on such factors as the value or the property or the amounts of employee time involved, and the nature of the position held by the offending employee, which may dictate a higher standard of conduct.

11. In accordance with 31 USC§ 1349, penalty cannot be mitigated to less than 30-day suspension.

12. Penalty dictated by 18 USC§ 2071.

13. There must be a clear nexus between efficiency of the service and the debt complaint.
14. Sexual Harassment – Influencing, offering to influence, or threatening the career, pay, job, or work assignment of another person in exchange for sexual favors; or deliberate or repeated offensive comments, gestures, or physical contact of a sexual nature. Appropriate penalty depends on the facts in a given case weighed against National Guard policy that sexual harassment will not be tolerated. Where conduct creates a hostile or offensive work environment, removal is warranted for a first offense.
15. Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the discrimination. Appropriate penalty depends on the facts in a given case weighed against National Guard policy that discrimination is prohibited.
16. DoD Directive 5500.7 contains exceptions to this general prohibition of accepting gratuities.
17. IAW 32 USC§709(b), AR 670-1, AFI 36-2903, TPR 400.6(e), and TPR 400.12(b).
18. Telephone, facsimile machine, pager, e-mail, Internet, cellular phone, personal digital assistant (PDA), video camera, tape recorder, or other commercial information systems paid for by the Government.
19. Metz Factors – Management must weigh the evidence in order to determine if a “threat” has actually occurred. Evidence of an employee’s intent in making a statement can show the statement was or was not a threat. Rumors, or fear based on rumors, cannot suffice to prove an employee threatened anyone. Management should not, however, disregard subjective evidence of fear or intent. Remember objective evidence typically bears the heaviest weight.

The five “Metz Factors” provide a framework to weigh the evidence fairly and must all be considered, and are as follows:

- a. Listener’s reactions
- b. Listener’s apprehension of harm
- c. Speaker’s intent
- d. Any conditional nature of the statements
- e. Attendant circumstances

## **Appendix E**

### **Sample Original Decision Letter**

Heading: (name, date, etc.)

Subject: Original Decision Letter

1. On date, Major John Smith proposed that you be removed from National Guard technician employment. I have decided that there is (cause for your removal, or cause for taking adverse action but with some lesser specified penalty, or not cause for taking adverse action).
2. This action will be effective on date. (Note: for removals it cannot be effective sooner than the next workday after 30 days from the proposed action letter.)
3. I have considered your reply(s) of date(s). In your reply(s) you raised the following points or issues (summarize the substance of the technician reply(s)).
4. I have decided upon this action because (describe the reasons that support the imposition of whatever adverse action was imposed. The reasons for finding each cause must be spelled out, and reasons for not finding the issues raised in the technician’s reply(s) and any Douglas Factors applied to the action should be included.)
5. The Human Resource Office (HRO) has been consulted on the issuance of this letter and Name, and contact information of the HRO is available to answer your procedural questions on your appeal rights. This HRO member is not your representative.

6. You have the right to appeal this original decision. You may request either an appellate review or an administrative hearing. You may not request both methods of appeal. The appellate review is accomplished by the State Adjutant General without the involvement of a NGB hearing examiner. This appellate review involves a review by the State Adjutant General of all pertinent records including the reply(s) of the technician and any documents submitted with the appeal. In an administrative hearing, a NGB hearing examiner from another State will gather all available and relevant facts through the administrative hearing process. After the hearing process, the NGB hearing examiner will issue a report of findings and recommendations to the State Adjutant General. In either method of appeal the final decision on appeal is issued by the State Adjutant General. You can appeal by sending a written notice to the HRO specifying which method of appeal you request. This request must be postmarked no later than 20 days after the date of this letter, or emailed to the HRO no later than 20 days from the date of this letter. If a request for extension of this appeal period is requested, such request is directed to the State Adjutant General and must be received within the 20 day period, and the reasons for the request must be included. The State Adjutant General will decide if the requests for extension should be granted or not.

Signature block

I \_\_\_\_\_, have received this original decision letter this \_\_\_\_ day of \_\_\_\_\_. My signing below is not agreement with the content, only acknowledgement that I have received a copy of it.

\_\_\_\_\_  
Technician name

## **Appendix F**

### **The “Douglas Factors”**

In determining the appropriate remedy, management must observe the principle of “like penalties for like offenses in like circumstance.” This means penalties will be applied as consistently as possible. Management must establish the penalty selected does not clearly exceed the limits of reasonableness. A well-known Merit Systems Protection Board (MSPB) case (*Douglas v. Veterans Administration*) addressed this issue in detail. A number of factors which management must weigh in deciding an appropriate course of action are discussed in this case. These factors are often referred to as the “Douglas Factors”. Some factors may not be applicable to a given case; relevant factors must be considered. Bear in mind, however, certain offenses (e.g., drug trafficking) warrant mandatory penalties.

#### **F-1. Appropriateness of the Penalty**

In both the appellant review and the administrative hearing, a vital consideration is whether or not a disciplinary penalty is fair and reasonable. In determining the appropriate penalty, management must observe the principle of “like penalties for like offenses in like circumstances”. This means penalties will be applied as consistently as possible.

- a. Consider the nature and seriousness of the offense, and its relation to the technician’s duties, position, and responsibilities, including whether the offense was intentional or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
- b. Consider the technician’s job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.
- c. Consider the technician’s past disciplinary record.
- d. Consider the technician’s past work record, including the length of service, performance on the job, ability to get along with fellow workers, and dependability.
- e. Consider the effect of the offense on the employee’s ability to perform his/her job at a satisfactory level and its effect on supervisor’s confidence in the technician’s ability to perform assigned duties.
- f. Consider the consistency of the penalty with those imposed on other technicians for the same or similar offenses.
- g. Consider the consistency of the penalty with NGB guidance regarding disciplinary actions.
- h. Consider the notoriety of the offense and its impact on the reputation of the agency.

- i. Consider the clarity with which the employee was on notice of any rules violated in committing the offense, or any warning about the conduct in question.
- j. Consider the potential for the technician's rehabilitation.
- k. Consider mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment or bad faith, malice, provocation on the part of others involved in the matter, or deployment induced/combat related stress.
- l. Consider the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

## **F-2. Past Discipline or Adverse Action**

Management must ensure when a technician's past disciplinary or adverse action record is referred to, that it is in fact a past action (in effect) at the time the most recent conduct occurred. Otherwise, the TAG and/or Hearing examiner will have to find consideration of it improper and not rely on it.

## **Appendix G**

### **Sample Letter of Representation**

I, Name and duty position, appoint name and contact information, to act as my representative in this adverse action proceeding. All notices/letters provided to me will also be provided to my representative. Notices or letters received by either of us will be binding on both of us.

Printed Name of Technician

Signature of Technician

I, Name and contact information, agree to represent name of technician. I agree to represent him/her, to receive notices/documents /letters on his/her behalf. I am familiar with the adverse action regulation TPR 752 and with the Appeal procedures in TPR752-1. I understand that my actions will be binding on him/her in this action. I understand that my representation will continue until revoked in writing.

Printed Name of Representative

Signature of Representative

## **Appendix H**

### **Sample Last Chance Agreement**

Heading: (Name, Date, etc.)

Subject: Last Chance Agreement

1. On date, technicians name was proposed to be removed from his/her technician position because (state the facts and cause which support a termination). Technician's name admits and agrees that his/her actions would support his/her removal from the technician program.
2. The employer State National Guard, mindful of its right to terminate the above named employee, desires to allow them to continue in their position as an employee of the State National Guard under the following conditions:
  - a. That the employee will continue to perform their duties at an acceptable or higher level of performance.
  - b. That the employee will not commit any same or similar level of offense against the employer/employee relationship.

3. This Last Chance Agreement will remain in effect for a period of one-two years. If the employee should violate any terms of this agreement, the employee in consideration of their continued employment hereunder specifically agrees as follows:

a. That the removal proposed above may be effected immediately, without further notice provided that it is at least 30 days after the above referred to proposed action letter.

b. That no further right of appeal exists for the above proposed action, either by Administrative Hearing or Appellate Review.

4. This agreement will remain in force and effect for the entire period specified above, and shall not lapse or become void because of change of supervisor or change of technician position by the technician.

Signature blocks for:

\_\_\_\_\_  
Technician

\_\_\_\_\_  
Technician Representative (if any)

\_\_\_\_\_  
Original Decision Maker

\_\_\_\_\_  
HRO Representative

**Glossary**

**Section I  
Abbreviations**

**ADR**

Alternative Dispute Resolution

**AG**

Adjutant General

**ANG**

Air National Guard

**AR**

Army Regulation

**ARNG**

Army National Guard

**CFR**

Code of Federal Regulations

**CNGB**

Chief, National Guard Bureau

**DA**

Department of the Army

**DoD**

Department of Defense

**DoDD**

Department of Defense Directive

**EAP**

Employee Assistance Program

**EO**

Executive Order

**EEO**

Equal Employment Opportunity

**EEOC**

Equal Employment Opportunity Commission

**ERS**

Employee Relations Specialist

**FLRA**

Federal Labor Relations Authority



**FY**

Fiscal Year

**HQDA**

Headquarters, Department of the Army

**HRO**

Human Resources Office(r)

**IG**

Inspector General

**JAG**

Judge Advocate General

**MFR**

Memorandum for Record

**MOS**

Military Occupational Specialty

**MSPB**

Merit Systems Protection Board

**NGB**

National Guard Bureau

**OPF**

Official Personnel Folder

**OPM**

Office of Personnel Management

**PL**

Public Law

**TAG**

The Adjutant General

**TAP**

Technician Assistance Program

**TPR**

Technician Personnel Regulation

**TDY**

Temporary Duty

**USC**

United States Code

## **Section II Terms**

### **Absent Without Leave**

Absence from duty not authorized by the proper leave-approving official.

### **Administrative Grievances**

An administrative grievance system is provided for all employees not covered by a bargaining agreement. This grievance system provides technicians with the opportunity to receive an objective review of individual or group complaints regarding work conditions, employment decisions, etc.

### **Adverse Action**

An official personnel action, usually taken for disciplinary reasons, which adversely affects an employee and is of a severity that a suspension, reduction in grade or status, or removal is warranted.

### **Cause**

The reason that the adverse action is being proposed. Additional facts must be included in the proposed action letter to allow the technician to know the details (who, what, when and where) of the offense they are charged with.

### **Collective Bargaining Agreement**

A written agreement between the agency and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

### **Conditions of Employment**

Personnel policies, practices and matters whether established by rule, regulation or otherwise, affecting working conditions. It does not include policies, practices and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by statute.

### **Days**

Calendar days.

### **Deciding Official**

The deciding official is normally the next level supervisor or management official who resolves and renders decisions on grievances.

### **Disciplinary Action**

Letter of reprimand or adverse action.

### **Double Jeopardy**

The fact of taking adverse action on an employee twice for substantially the same offense. Adverse actions are administrative actions, not criminal actions and are not subject to "double jeopardy" rules. At any time before an original decision letter is issued, an adverse action may be cancelled, changed and restarted. If an Adverse action is cancelled for purposes of starting it over, the technician affected by the adverse action must be made whole.

### **Douglas Factors**

A number of factors which management must weigh in deciding an appropriate course of action. In determining the appropriate remedy, management must observe the principle of "like penalties for like offenses in like circumstance." This means penalties will be applied as consistently as possible. Management must establish the penalty selected does not clearly exceed the limits of reasonableness. A well-known Merit Systems Protection Board (MSPB) case (*Douglas v. Veterans Administration*) addressed this issue in detail.

**Grievance**

Request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern of dissatisfaction which is subject to the control of agency management and relates to the employment of the employee(s).

**Investigations**

Management has a responsibility to investigate the charges against the technician and/or any defense raised by the technician, using AR 15-6, AFI 90-301, or any other investigation procedure. If management determines the conduct warrants criminal investigation, management must stop the investigation and contact the HRO and Staff Judge Advocate (SJA).

**Metz Factors**

*Metz v. Dept. of Treasury*, 780 F.2d 1001 (Fed. Cir. 1986), threats would be evaluated based upon: (1) the listener's reactions; (2) the listener's apprehension of harm; (3) the speaker's intent; (4) any conditional nature of the remarks; (5) the circumstances surrounding the incident.

**Negotiated Grievances**

Technicians who are covered by a collective bargaining agreement may exercise their right to file a negotiated grievance. A grievance is a complaint of a technician or labor organization concerning a claimed violation or misapplication of the collective bargaining agreement or any law, rule, or regulation affecting conditions of employment.

**Nexus**

A connection or link between conduct occurring away from the workplace or outside of the technician duty day and the technician workforce. Where a nexus is alleged, it must be fully explained in the cause portion of the letter. There must be a clear nexus between efficiency of the service and the debt complaint.

**Preponderance of Evidence**

The greater weight of the evidence, sufficient to incline a fair and impartial mind to one side of the issue rather than the other. A supervisor issuing a letter of reprimand must determine by a preponderance of the evidence that the facts supporting the issuance of the letter of reprimand are substantiated. Prior to serving a proposed action letter, a supervisor must develop the facts by a preponderance of the evidence that constitute cause for the adverse action.

**Previously involved**

Official must have directly influenced the decision regarding the matter being grieved or must have a personal interest in the matter.

**Procedural Advice**

Technical assistance provided by a member of the HRO, usually the Labor Relations Specialist, to assist a technician with procedures regarding the adverse action process.

**Range of Penalties**

A variation of possible penalties, that are graduated in severity based on whether the alleged offense is the first, second, or third offense.

**Reasonable Accommodations**

An action taken to adapt or adjust for a technician, done in a way that does not impose an undue hardship on the employer/agency.

**Supervisor**

Under 5 USC§ 7103, an individual employed full-time by an agency having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; adjust their grievances or to effectively recommend such action. The performance of one or more of these duties qualifies an employee as a "supervisor" for labor relations purposes and excludes the employee from the bargaining unit.

**Technician**

Dual status and non-dual status technicians defined in 32 USC§ 709(e).

**Weingarten rights**

Refers to the right of a bargaining unit employee to be represented by the union when (1) the employee is examined in an investigation conducted by one or more representatives; (2) the employee reasonably believes disciplinary action against him or her may result; and (3) the employee requests union representation.

## Tips on Communicating and Managing Conflict

### CONFLICT RESOLUTION AND COMMUNICATION BASIC TRAINING

#### ATTACK THE PROBLEM NOT THE PERSON:

- ◆ Define the problem
- ◆ Explore each person's perception of the problem
- ◆ Try to understand and respect each point of view without judging
- ◆ Remember we all come from different backgrounds and different socializations and we must understand and value our diversity – it is our diversity that makes us strong

#### USE GOOD COMMUNICATION SKILLS INCLUDING:

- ◆ **LISTENING** – Use “Active Listening” letting the communicator know you are genuinely interested. Do not interrupt. Let them express why their feelings are important to them.
- ◆ **SUMMARIZING** – Paraphrase to let the communicator know what you think they said
- ◆ **CLARIFYING** – Ask questions when you are unsure of the communicator's message
- ◆ **BODY LANGUAGE** – You should be calm, relaxed and attentive. Make eye contact and nod occasionally to signify you are understanding the message.
- ◆ **BE RESPECTFUL** – Treat everyone with respect. There is not one person who wants to feel judged or personally attacked.

#### CONCENTRATE ON INTERESTS, NOT POSITIONS:

- ◆ The position is the outcome you are interested in understanding
- ◆ The interest is why you want that outcome
- ◆ Interests that are involved in conflicts are usually related to our basic needs. When we focus on interests instead of positions we can start to find solutions.

#### THE IDEAL SOLUTION IS A WIN-WIN AMONG THE FIVE PRIMARY WAYS TO SETTLE CONFLICT:

- ◆ **COMPETITION** as on a playing field is an option that always results in WIN-LOSE
- ◆ **ACCOMMODATION** where you yield to the other person results in LOSE-WIN
- ◆ **AVOIDANCE** is one of the most common ways to react and results in LOSE-LOSE
- ◆ **COMPROMISE** where you obtain some of what you want is like a WIN-LOSE/LOSE-WIN
- ◆ **COLLABORATION** is the best, most satisfying, and hardest goal to achieve – a WIN-WIN

#### COLLABORATE TO SOLVE THE PROBLEM FAIRLY STRIVING FOR THE WIN-WIN SOLUTION:

- ◆ You should identify areas of agreement, define and explore alternatives, and select solutions
- ◆ Both sides must be willing to resolve the issue, get to the root of the problem, and empathize
- ◆ Hidden agendas, dishonesty, or lack of trust will derail your efforts to resolve the conflict
- ◆ A fair solution respects the interests and positions of both sides

## More Tips on – CONFLICT RESOLUTION and COMMUNICATION

*"The following tips were paraphrased from various university and public sources freely available for publication"*

### WORKING IT OUT TOGETHER...

The first step towards harmony in our work and personal life is to learn how to solve our everyday problems.

**CONFLICTS HAPPEN** – Conflicts are a normal part of life. How we deal with these conflicts can make a big difference. Often when people resolve conflicts, one person is a winner, and one loses out. This may solve the problem for the moment, but resentment and bad feelings can cause more problems later.

**EVERYBODY CAN WIN** – Another way to look at conflicts is to try to find a WIN-WIN solution, in which both sides can benefit. In this way, conflicts are turned into opportunities to grow and make things better than before. This approach is the cornerstone of "conflict resolution" – one of the most important tools for bringing harmony into our personal lives, our work sections and our organization.

### PROBLEM SOLVING TERMS AND TOOLS...

**COMMUNICATION** – Conflicts are often caused by problems in communication. One person may have misunderstood what the other person has said. Or the other person may not have said what they meant to say. Sometimes when we're angry we don't hear what the other person is saying. Sometimes when there is a conflict, people do not tell each other which causes even more conflict. Good communication skills are an important part of resolving conflicts.

**LISTENING** – It's important to listen carefully. Your "body talk" sends a message you are listening. Keeping eye contact, leaning closer, nodding your head when you understand a particular point, and ignoring distractions that are going on around you are some of the ways to send the right body messages.

**SUMMARIZE** – When a person is finished expressing a thought, summarize the facts and emotions behind what they have said so they know you have understood what they've said and how they are feeling.

**CLARIFY** – Ask questions to clarify or make clearer different parts of the problem to make sure you fully understand the other person's perspective.

**GOOD SPEAKING SKILLS** – When you speak, try to send a clear message with a specific purpose and with respect to the listener. Speak about how you are affected by the problem.

**COMMUNICATION SIDETRACKERS** – Don't interrupt, criticize, laugh at the other person, offer advice or bring up your own experiences, or change the subject.

**WIN-WIN OPTIONS** – An idea or suggestion in which both sides can benefit is called a Win-Win option. The idea should help both sides.

**BRAINSTORMING** – The first step in problem solving is to come up with as many ideas as possible. This is called brainstorming. During this process, any idea that comes to mind should be expressed and written down. Don't judge whether the ideas are good or bad, or even discuss the ideas. Just try to brainstorm with as many solutions as possible.

**FIND A FAIR SOLUTION** – Then go through the ideas using fair criteria to see which idea might be best. Using fair criteria means to judge each idea with both people's interests in mind. Try to use reason and not emotion to judge an idea, respecting each person's difference in perception.

## MORE WAYS TO PRACTICE CONFLICT RESOLUTION...

**NEGOTIATION** – Negotiation is a communication process in which people try to work out their conflicts in a peaceful way using conflict resolution techniques.

**MEDIATION** – Sometimes people who want to work out a conflict just can't seem to agree on any way to work it out. They may want another person to help them solve their problem. A mediator is a person who helps two sides to work out their problems peacefully. The mediator helps those in conflict to focus on the problem and not blame the other person, to understand and respect each other's views, communicate their feelings and what each is really saying, and cooperate together in solving the problem. Mediators are peacemakers.

**GROUP PROBLEM SOLVING** – Problems can also be worked out together in a group. Often group problem solvers sit in a circle, so that all members are equals. The same conflict resolution principles are used: they focus on the problem not on assigning blame to any person; they take turns sharing their point of view, and listening (without interrupting) to all of the other points of view; all members must show respect and not criticize other members or their ideas.

## 10 STEP COMMUNICATION PROCESS...

*Try these suggestions to get your message across:*

**TALK DIRECTLY:** If there is no threat of physical violence, talk directly to the person with whom you have the problem.

**CHOOSE A GOOD TIME AND PLACE:** Discuss the conflict in a quiet place when you and the other person are not busy or rushed.

**PLAN AHEAD:** Think about what you want to say ahead of time. Be able to state clearly what the problem is and how it affects you.

**GIVE INFORMATION:** For example, say something like: "When your car blocks my driveway, I get angry because I can't get to work on time." Try not to say things like: "You are blocking my driveway on purpose just to make me mad!"

**DON'T BLAME OR NAMECALL:** Blaming and name-calling will only antagonize the other person and make it harder for him or her to understand your concerns.

**LISTEN:** During the discussion, relax. Give the other person a chance to tell his or her side of the story completely, and try to learn how he or she feels about the situation.

**SHOW YOU ARE LISTENING:** Although you may not agree with what is being said, advise the other person you hear what he or she is saying, and are glad you are discussing the problem together.

**TALK IT ALL THROUGH:** Once you start, get all of the issues and feelings out into the open. Don't leave out the part that seems too "difficult" to discuss or too "insignificant" to be important. Your solution will work best if all the issues are discussed thoroughly.

**WORK ON A SOLUTION:** When you have reached this point in the discussion, **BE SPECIFIC**.

**FOLLOW THROUGH:** Agree to check with each other at specific times to make sure the agreement is still working. Then really do it.

## HINTS AND TIPS FOR DE-ESCALATING A CONFLICT...

- ◆ Take a deep breath to stay relaxed.
- ◆ Look the other person in the eye with both of you sitting or standing.
- ◆ Speak softly and slowly.
- ◆ Keep your legs and arms uncrossed.
- ◆ Do not clench your fists or purse your lips.
- ◆ Keep reminding yourself – "We can find a win-win resolution to this," and remind the other person of this too.
- ◆ If necessary, ask for a break to collect your thoughts or release pent-up tension.
- ◆ Give "I messages." – Paraphrase what the other person has said, asking for clarification as necessary.
- ◆ Watch your language – Words that escalate a conflict are: never, always, unless, can't, won't, don't, should, and shouldn't. Words that de-escalate a conflict are: maybe, perhaps, sometimes, what if, it seems like, I feel, I think, and I wonder.
- ◆ Really listen to what the other person is saying with the goal of truly understanding that person's point of view.
- ◆ Affirm and acknowledge the other person's position.
- ◆ Ask questions that encourage the other person to look for a solution. Ask open-ended questions rather than ones that evoke a yes or no response.
- ◆ Keep looking for alternative ideas to resolve your dispute so that both of you have your needs met.



## What Causes a Grievance?

### Can Anyone Cause a Grievance Situation? – YES!

#### GENERAL CAUSES:

- ◆ Labor/Management Relations (reactions between diverse people)
- ◆ Self Interest (how will this change affect me)
- ◆ Authority Complex (let authority go to the head or conversely reject all authority)
- ◆ Communication Barriers (written, spoken and body language)
- ◆ Self-Justification (resent having decisions questioned and do everything to justify)
- ◆ Gut Reactions (reactions without logic may not address built in biases)
- ◆ Union Attitudes (push agendas or have "get management" attitude)

#### SPECIFIC CAUSES:

##### *How Can an Employee, Supervisor, or Shop Steward Cause a Grievance?*

##### Employee:

- ◆ Qualifications do match the job
- ◆ Personal problems (refer to EAP)
- ◆ Unreliable/Antagonistic employees
- ◆ Linguistic/Racial/Cultural barriers
- ◆ Union Membership (I am immune to discipline)

##### Supervisor:

- ◆ Wrong attitude toward the Union
- ◆ Weak supervisory skills
- ◆ Unjust discipline
- ◆ Favoritism and inconsistency
- ◆ Promises made to employees
- ◆ Failure to eliminate sources of irritation
- ◆ Unclear orders/instructions
- ◆ Failure to keep workforce informed
- ◆ Failure to dispel rumors
- ◆ Failure to listen and consider employee's viewpoints
- ◆ Incomplete knowledge of the labor contract

##### Shop Steward:

- ◆ Incomplete knowledge of the labor contract
- ◆ Making unwarranted promises
- ◆ Failure to act on complaints
- ◆ Showing favoritism
- ◆ Failure to set a good example
- ◆ Playing union politics (stir it up and solve it)
- ◆ Allowing rumors to circulate

*An awareness of the root causes of complaints and grievances will assist you as a supervisor, to resolve them at the lowest level or perhaps reduce or eliminate grievances by addressing the root issues. Contact the HRO/LRS for further guidance in dealing with grievance situations.*

## **BASIC EMPLOYEE RIGHTS UNDER 5 USC CHAPTER 71:**

### **An employee has the right to:**

- ◆ FORM, JOIN, or ASSIST a labor organization;
- ◆ ACT AS A REPRESENTATIVE of a labor organization;
- ◆ BARGAIN COLLECTIVELY through a labor organization.

### **THE BARGAINING UNIT:**

Certain employees are excluded from bargaining units by 5 USC 7112.  
These are the exclusions:

- ◆ Supervisors/Management officials;
- ◆ Employees engaged in personnel work (other than clerical);
- ◆ Employees working in a confidential capacity for officials who formulate general labor relations policy;
- ◆ Employees engaged in intelligence or security work affecting national security;
- ◆ Employees investigating or auditing work or conduct of other agency employees;
- ◆ Professional employees unless a majority of the professionals vote for inclusion.

### **DEFINITION OF A SUPERVISOR:**

A supervisor under 5 USC 7103 is a person authorized with respect to employees to do at least one of the following:

- |                     |                    |            |
|---------------------|--------------------|------------|
| ✓ hire              | ✓ promote          | ✓ transfer |
| ✓ assign            | ✓ direct employees | ✓ furlough |
| ✓ recall            | ✓ discipline       | ✓ suspend  |
| ✓ lay off           | ✓ reward           | ✓ remove   |
| ✓ adjust grievances |                    |            |

or effectively recommend any such actions, if the exercise of such authority requires independent judgment. The number of employees supervised is not a relevant factor in this context.

### **UNION RIGHTS I/A/W EXCLUSIVE RECOGNITION:**

5 USC 71114 states that a labor organization that has been accorded exclusive recognition:

- ◆ **may negotiate agreements for all employees in the collective bargaining unit;**
- ◆ is responsible for representing the interests of all bargaining unit employees whether they are union members or not;
- ◆ must be given the opportunity to be represented at all formal discussions between management and employees concerning grievances, personnel policies and practices, or other general conditions of employment;
- ◆ must be given the opportunity to be present at any investigative examination of a unit employee, if:

#### **(WEINGARTEN RIGHTS)**

- ➔ **the employee reasonably believes the examination may result in disciplinary action; and**
- ➔ **the employee requests representation.**

## **FORMAL DISCUSSIONS UNDER 5 USC CHAPTER 71:**

Generally, a meeting between management and an employee would be classified as formal discussion when:

- ◆ more than one employee is impacted by the decisions reached or more than one management official is present at the meeting; or
- ◆ the meeting may result in a decision on an employee's grievance.
- ◆ A meeting would usually not be classified as a formal discussion when:
  - ➔ the meeting is for a "personal counseling" session and does not involve matters affecting general working conditions; or
  - ➔ the discussion is not at a level which could result in settlement of a grievance and there is no potential impact on other bargaining unit employees.
- ◆ when a meeting is a formal discussion, the union must be afforded an opportunity to be represented.

## **MANAGEMENT RIGHTS:**

Under the law, certain "management rights" exist which may not be abridged regardless of the contract. 5 USC 7106 reserves the right to:

- ◆ determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- ◆ hire, direct, layoff, and retain employees;
- ◆ suspend, remove, reduce in grade or pay, or discipline employees;
- ◆ assign work, determine need to contract out, and determine the personnel by which operations will be conducted;
- ◆ select and appoint employees from appropriate sources; and
- ◆ take necessary emergency action.

Any decision to act in these areas is a sole prerogative of management.

However, both procedures for exercising that authority and arrangements regarding affected employees are subject to negotiations.

## **MANAGEMENT UNFAIR LABOR PRACTICES (ULPs):**

5 USC 7116(a) states it is an unfair labor practice for management to:

- ◆ interfere with, restrain, or coerce an employee in the exercise of the rights assured by 5 USC Chapter 71;
- ◆ encourage or discourage membership in a labor organization by discrimination with respect to conditions of employment;
- ◆ sponsor, control, or otherwise assist a labor organization;
- ◆ discipline or otherwise discriminate against an employee because he has filed a complaint or given testimony under 5 USC Ch. 71;
- ◆ fail to cooperate in impasse procedures;
- ◆ enforce rules or regulations in conflict with a prior collective bargaining agreement.

## **UNION UNFAIR LABOR PRACTICES:**

Under 5 USC 7116(b) it is an unfair labor practice for a union to:

- ◆ interfere with, restrain or coerce an employee in the exercise of his rights assured by 5 USC Chapter 71;
- ◆ attempt to induce management to discriminate against an employee in the exercise of his or her rights under 5 USC Ch. 71;
- ◆ coerce or take an economic sanction against a union member as punishment or for the purpose of hindering work performance or productivity of a Federal employee.;

- ◆ discriminate against an employee with regard to the terms or
- ◆ conditions of membership because of race, color, creed, sex, age, national origin, civil service status, political affiliation, marital status, or handicapping condition;
- ◆ refuse to consult, or negotiate with an agency as required by the 5 USC Chapter 71;
- ◆ fail to cooperate in impasse procedures;
- ◆ call or engage in a strike, work stoppage, or slowdown, or picketing which interferes with an agency's operations.

### **USE OF OFFICIAL TIME:**

Generally, employees representing the bargaining unit are authorized official time to negotiate contracts/MOU's, etc; discuss grievances; training; participate in discussions with management, etc. However, 5 USC 7131 provides the INTERNAL business of a labor organization shall be conducted during the non-duty hours of the employees concerned (i.e.: solicitation of membership, collection of dues, elections, newsletter production, etc.).

***For guidance on Employee Rights under 5 USC CHAPTER 71 Contact the (State) HRO/LRS.***

# Conduct Management

*National Guard  
Technician Personnel Management Course*

---

---

---

---

---

---

---

## **SECTION A:**

DISCIPLINE & ADVERSE ACTIONS  
TPR - 752

## **SECTION B:**

Voluntary & Non-Disciplinary Actions  
TPR - 715

2

---

---

---

---

---

---

---

SECTION A:

## **DISCIPLINE & ADVERSE ACTIONS**

***Affects: Everyone in the organization***

- the Technician
- co-workers
- supervisor(s)
- the general organization
- the Technician's family

Can even affect morale and motivation

3

---

---

---

---

---

---

---

## **DISCIPLINE & ADVERSE ACTIONS**

**Discipline** - Typically taken when a conduct-related incident occurs that warrants action by the supervisor; but less serious than adverse action situations.

**Adverse Action** - Typically taken by the supervisor for more serious conduct-related incidents; resulting in more severe action(s), such as suspensions without pay, downgrade or removal.

4

---

---

---

---

---

---

---

---

DISCIPLINE & ADVERSE ACTIONS

## **RESPONSIBILITIES**

**The Technician** - whose behavior/ conduct must be appropriate for the workplace.

**The Supervisor** - who must ensure that the technician's conduct does not interfere with an orderly and productive work environment.

5

---

---

---

---

---

---

---

---

DISCIPLINE & ADVERSE ACTIONS

## **SUPERVISOR'S ROLE**

- Ensure workers know expected behavior
- Ensure they know consequences of unacceptable behavior
- Respond to ALL cases; bring to technician's attention immediately
- Remove names/personalities to minimize bias; focus on problem – not person
- Initiates all disciplinary & adverse actions
- **NOTE: Always document – FORM 904**
- **LRS/HR Can and should assist you with all discipline and adverse actions.**

6

---

---

---

---

---

---

---

---

## **RESPONSIBILITIES**

- Involve HRO/LRS
- Fact-gather; ensure technician has representation, if requested (Weingarten Rights)
- Ensure action are IAW NGB regulations and local union agreement(s): If you are ever unsure or need clarification contact LRS/HRO
- Consider individual's circumstances
- Document carefully and completely!!!!!!

7

---

---

---

---

---

---

---

---

## **TYPES OF ACTIONS TO TAKE**

**Counseling** - Private exchange;  
discuss observations and  
improvement needed

**Warning** - Private, business-like  
exchange; advise of observations  
and possible disciplinary action  
if no improvement

**NOTE:** *Neither of the above is considered  
a disciplinary action*

8

---

---

---

---

---

---

---

---

## **TYPES OF ACTIONS TO TAKE**

**Oral Admonishment** - One-way talk by  
supervisor; whatever criticism is  
necessary to correct the conduct/  
behavior

**Letter of Reprimand** - Formal, written  
description of conduct; placed in OPF;  
actions may be grievable and/or  
further offenses could result in  
Adverse Action

9

---

---

---

---

---

---

---

---

## **TYPES OF ADVERSE ACTION**

- Suspensions
- Reduction in grade
- Removal

10

---

---

---

---

---

---

---

## **MORE ABOUT ADVERSE ACTION**

- Get HRO/LRS involved; read related laws, regulations, and case precedents
- Have a verifiable reason (cause); be able to support charge(s)
- Show how proposed action will...
- *"Promote the efficiency of the service."*
- Determine, with HRO, type action to take; prepare Notice of Proposed Adverse Action

11

---

---

---

---

---

---

---

## **5-STEP ADVERSE ACTION PROCESS**

- STEP 1.  
    **Notice of Proposed Adverse Action**
- STEP 2.  
    **Technician's Right to Reply**
- STEP 3.  
    **Original Decision Letter**
- STEP 4.  
    **Administrative Appeal**
- STEP 5.  
    **Final Decision**

12

---

---

---

---

---

---

---



## **ADVERSE ACTIONS PROCESS**

***Step 1. Supervisor, with HRO clearance, prepares Notice of Proposed Adverse Action with the LRS, to include:***

- Action proposed
- Reason(s) for proposed action
- Rationale for penalty selection
- Right to review material
- NOTE: TPR-752 Appendix D -Table of Penalties is a guide to assist supervisors.

13

---

---

---

---

---

---

---

---

## **ADVERSE ACTIONS PROCESS**

***Step 1. Supervisor, with HRO clearance, prepares Notice of Proposed Adverse Action with LRS, to include: (continued)***

- Right to reply
- Right to excused absence to prepare reply
- HRO availability for assistance
- Reference to next step (Step 2)

14

---

---

---

---

---

---

---

---

## **ADVERSE ACTIONS PROCESS**

***Step 2. Technician has right to reply (no restrictions prescribed)***

- Must give due consideration

***Step 3. Deciding Official provides Decision Letter, which includes:***

- Action decided upon
- Date action will be effected
- Reference to technician's reply

15

---

---

---

---

---

---

---

---

## **ADVERSE ACTIONS PROCESS**

***Step 3. Deciding Official provides Decision Letter, which includes:*** *(continued)*

- Reason(s) for decision
- HRO/LRS availability for assistance
- Technician's appeal rights

16

---

---

---

---

---

---

---

## **ADVERSE ACTIONS PROCESS**

***Step 4. Processing of the Administrative Appeal, which allows the appellant a choice of:***

- Appellate review; or
- Administrative Hearing
- NOTE: Employee can only elect one option not both.

17

---

---

---

---

---

---

---

## **ADVERSE ACTIONS PROCESS**

***Step 5. The Final Decision, where the Adjutant General must address:***

- Are the charges accurate/real?
- Will discipline promote the efficiency of the service?
- Is the selected penalty appropriate to the offense?

18

---

---

---

---

---

---

---

## **ADMINISTRATIVE HEARING PROCESS**

1. The HRO makes all hearing arrangements.
2. A Pre-hearing may be held on the day before to clarify the process and resolve any problems.
3. The hearing is held to develop all the facts.
4. The examiner's report is sent to the Adjutant General through the HRO, with copies to NGB and the appellant.

19

---

---

---

---

---

---

---

---

MORE... DISCIPLINE & ADVERSE ACTIONS

## **OTHER ISSUES TO CONSIDER**

- The union may want to represent the appellant. This is an appropriate role.
- You must prove a clear relationship between the offense and the penalty selected.
- The Adjutant General may award attorney fees only if the technician is the prevailing party

20

---

---

---

---

---

---

---

---

MORE... DISCIPLINE & ADVERSE ACTIONS

## **OTHER ISSUES TO CONSIDER**

(CONTINUED)

- Disciplinary actions must be annotated on the technician's Supervisor Brief or NGB Form 904-1. Counseling, Warnings, and Oral Admonishments should only be penciled in.
- Was there a need to contact the EAP manager about the conduct?
- Did you consider informal mediation?

21

---

---

---

---

---

---

---

---

**OTHER ISSUES TO CONSIDER**

(CONTINUED)

Under no circumstances initiate  
an Adverse Action without  
the assistance of the HRO/LRS.

**DOCUMENT!**

**DOCUMENT!**

**DOCUMENT!**

22

---

---

---

---

---

---

---

---

SECTION B:

**NON-DISCIPLINARY ACTIONS  
& VOLUNTARY ACTIONS**

- Non-Disciplinary Actions – Management initiated; not for cause
- Voluntary Actions – Technician initiated

23

---

---

---

---

---

---

---

---

**NON-DISCIPLINARY ACTIONS**

- Loss of military membership/loss of technician status
- Removal of technician from position due to failure to meet position requirement(s)
- Management reassignment
- Enforced leave
- Furlough of 30 days or less
- Transfer of function
- Decrease in the Hours of Duty (PT Technician)

24

---

---

---

---

---

---

---

---

## **NON-DISCIPLINARY ACTIONS**

***These type of actions are those that are:***

- Driven by failure to meet National Guard conditions of employment

***OR***

- Necessitated by program changes requiring involuntary staffing changes or reductions in hours

25

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

## **LOSS OF MILITARY MEMBERSHIP**

***(Established by National Guard Technician Act 1968 and reemphasized by P.L. 104-106, signed in Feb 96)***

- A technician who fails to maintain military membership **MUST BE** promptly separated from technician service
- Separation must occur as close to military separation as possible – following a 30 day notice period

26

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

## **REMOVAL FROM POSITION FOR FAILURE TO MEET POSITION REQUIREMENTS**

- Compatible military assignment
- Appropriate military appointment
- Flying Status
- Security Clearance
- Job-required licenses/certifications

27

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**MANAGEMENT-DIRECTED  
REASSIGNMENT**

Technicians must be provided reasonable advance notice of the move, and must meet qualifications for the new position.

- Movement from one position to another with same grade and pay
  - Management may direct, without technician concurrence
  - Technician has no right to administrative hearing
- Movement from one position to a lower grade position
  - Management must get technician concurrence
  - Pay retention may be authorized

[NOTE: If the technician does not concur with the change to lower grade, management cannot reassign the technician under TPR 715. Management may only process the action either for -- misconduct IAW TPR 752, or poor performance IAW TPR 430.]

28

---

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**ENFORCED LEAVE**

***Management must have the technician leave the work site if/when...***

The technician is not ready, willing, AND able to perform assigned duties;

***OR***

The technician's continued presence is highly undesirable or presents a threat

29

---

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**ENFORCED LEAVE** (CONTINUED)

***In emergency situations, the supervisor must...***

Remove the technician from the work site and place him/her in appropriate leave status

***When emergency is resolved...***

Discontinue enforced leave and offer technician choice of approved type leave or LWOP

30

---

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**ENFORCED LEAVE** (CONTINUED)

- If acceptable resolution – business as usual
- If not – discipline or adverse action should be pursued

31

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**Furlough of 30 Days or Less**

- Need legitimate reasons
  - lack of funds
  - lack of work
  - natural disaster
- Must honor negotiated agreements
- May request TAG review

32

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**Transfer of Function**

- TPR 351 established procedures
- HRO must explain why transfer is occurring, five time for technician to accept/reject, provide benefit info and explain that rejection constitutes 30 day notice of termination
- Also review CBA

33

---

---

---

---

---

---

---

NON-DISCIPLINARY ACTIONS

**Decrease in the Hours of Duty**  
**(PT Technician)**

- Covered in TPR 300
- In writing
- Cleared by HRO
- May request TAG review

34

---

---

---

---

---

---

---

**VOLUNTARY ACTIONS**

- Resignation
- Voluntary Change to Lower Grade
- Optional Retirement
- Abandonment of Position

35

---

---

---

---

---

---

---

VOLUNTARY ACTIONS

**RESIGNATIONS**

- Technician makes decisions relative to notice, effective date and time
- Not required to be written
- Supervisor completes SF 52: technician signs back or resignation is attached
- Technician can withdraw resignation prior to effective date/time
- Management must honor withdrawal, unless position is to be abolished or is obligated

36

---

---

---

---

---

---

---



VOLUNTARY ACTIONS

**VOLUNTARY CHANGE TO  
LOWER GRADE**

- A voluntary, written request to be placed in a position at a lower grade without right to retained grade or pay
- Cannot be in response to competitive advertisement
- Must meet qualifications for other position
- Withdrawal requirements and conditions are the same as for resignations

37

---

---

---

---

---

---

---

---

VOLUNTARY ACTIONS

**OPTIONAL RETIREMENT**

- Encompasses same conditions and requirements as for resignations
- One exception is that the request for optional retirement and/or its withdrawal must be in writing
- Note: Management cannot demand a tech retire, however can advise of the option

38

---

---

---

---

---

---

---

---

VOLUNTARY ACTIONS

**ABANDONMENT OF POSITION**

- Involves failure of a technician to report for work for a reasonable period of time, with the supervisor unable to ascertain the technician's intention of returning.
- Reasonable period of time has been defined by TPR 715 as "usually 10 calendar days" but that is not firm

39

---

---

---

---

---

---

---

---

## PERFORMANCE MANAGEMENT VERSUS CONDUCT MANAGEMENT

### ***Performance Management***

- Involves “can’t”
- Often resolved by training

### ***Conduct Management***

- Involves “won’t”
- Most often requires discipline or taking adverse actions

40

---

---

---

---

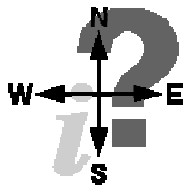
---

---

---

---

## Questions



41

---

---

---

---

---

---

---

---



# **Department of Defense**

---

## **Employees' Guide to the Standards of Conduct**

---

**Office of General Counsel  
Standards of Conduct Office  
1600 Defense Pentagon (3B652)  
Washington, D.C. 20301-1600  
(703) 695-3422**

**January 2009**

## Table of Contents

	<u>Page</u>
Whom to Call for Advice.....	ii
General Principles of Public Service .....	1
Gifts.....	2
Gifts From Outside Sources .....	2
What's a Prohibited Source? .....	2
What's a Gift?.....	2
What's Not a Gift?.....	3
Gifts That You May Keep .....	3
Disposition of Improper Gifts .....	5
Gifts Between Employees .....	5
Conflicts of Interest .....	6
Conflicting Financial Interests .....	6
Bribery and Graft.....	6
Commercial Dealings Between DoD Employees .....	7
Representation of Others in Matters Affecting Government.....	7
Supplementation of Federal Salary .....	7
Impartiality in Performing Official Duties .....	8
Misuse of Position .....	8
Use of Government Resources.....	9
Fundraising .....	9
Teaching, Speaking, and Writing .....	9
Outside Activities.....	10
Political Activities .....	10
Employment Issues.....	11
Official Travel Benefits .....	12
Sources of Further Information .....	13

## ***Whom to Call for Advice***

The **DoD General Counsel** is the Designated Agency Ethics Official (DAEO) for DoD employees, both civilian and military, who serve in the Office of the Secretary of Defense, DoD Field Activities, and the Joint Staff.

Please direct your ethics and standards of conduct questions to:

**Standards of Conduct Office  
Office of General Counsel  
1600 Defense Pentagon (3B652)  
Washington, D.C. 20301-1600  
Fax (703) 695-4970**

**Telephone  
(703) 695-3422**

**E-mail [SOCO@dodgc.osd.mil](mailto:SOCO@dodgc.osd.mil)**

**Web Site: [www.defenselink.mil/dodgc/defense\\_ethics](http://www.defenselink.mil/dodgc/defense_ethics)**














## **IMPORTANT ADVICE**

If you're not positive that what you're about to do is appropriate, ask your ethics official. In the Office of the Secretary of Defense (OSD), contact the Standards of Conduct Office (SOCO) by one of the means listed above. One mission of that Office is to advise OSD personnel and assist them to accomplish their goals without violating the standards of conduct.

In fact, disciplinary action for violating the standards of conduct will **not** be taken against you if you act in good faith reliance upon the advice of your ethics official, if you have made full disclosure of the relevant circumstances.

This Handbook provides a general summary of the rules. It does not include every exception, every requirement, or all the factors that must be considered in making certain decisions. If you are unsure of your actions, call your ethics official before you act.

# GENERAL PRINCIPLES OF PUBLIC SERVICE

<u>Do's</u>	<u>Don'ts</u>
 Place loyalty to the Constitution, the laws, and ethical principles above private gain	 Don't use nonpublic information to benefit yourself or anyone else
 Act impartially to all groups, persons, and organizations	 Don't solicit or accept gifts from persons or parties that do business with or seek official action from DoD (unless permitted by an exception)
 Give an honest effort in the performance of your duties	 Don't make unauthorized commitments or promises that bind the Government
 Protect and conserve Federal property	 Don't use Federal property for unauthorized purposes
 Disclose waste, fraud, abuse, and corruption to appropriate authorities	 Don't take jobs or hold financial interests that conflict with your Government responsibilities
 Fulfill in good faith your obligations as a citizen, and pay your Federal, State, and local taxes	 Don't take actions that give the appearance that they are illegal or unethical
 Comply with all laws providing equal opportunity to all persons, regardless of their race, color, religion, sex, national origin, age, or handicap	

**Remember:** Violating ethics principles may result in disciplinary or corrective action, including criminal prosecution. Protect yourself from disciplinary action by seeking the advice of your agency ethics official.

---

# GIFTS

## Gifts From Outside Sources

**Rule:** You may not accept a gift given:

- Because of your **official position**, or
- By a **prohibited source**

Regardless of any exceptions that allow accepting gifts, it is **always impermissible** to:

- Accept a gift in return for being influenced in the performance of an official act. This is a bribe!
- Solicit or coerce the offering of a gift
- Accept gifts from the same or different sources so frequently that a reasonable person would think you're using your office for private gain
- Accept a gift in violation of a statute

Patty, a DoD employee, meets informally every week with representatives of defense contractors, who customarily treat her to a small breakfast. Although an exception might permit acceptance of these small breakfasts, Patty's recurring practice of accepting them is improper.

## What's a Prohibited Source?

A prohibited source is any person who is, or any organization a majority of whose members are:

- Seeking official action by DoD
- Doing or seeking to do business with DoD
- Regulated by DoD, or
- Substantially affected by the performance of your official duties

## What's a Gift?

Anything of monetary value.

Joe, a Computer.Com representative, is seeking to do business with DoD. He invites members of the acquisition dept. to a golf tournament, which his company will pay for. DoD acquisitions personnel cannot accept the gift of free golf greens fees unless an exception to the gift rule applies, because Computer.Com, by seeking to do business with DoD, is a prohibited source.

## What's Not a Gift?

Here are examples of items that are not defined as “gifts”:

- Modest items of food and refreshments (like coffee and donuts) when not served as a meal
- Prizes in contests open to the public
- Greeting cards and items with little intrinsic value, such as plaques, certificates, and trophies, intended only for presentation
- Commercial discounts available to the public or to all Government civilian or military personnel
- Anything the Government acquires by contract or otherwise legally accepts
- Anything for which you pay market value

## Gifts That You May Keep

Remember, you don't have to accept a gift. It may be smart, depending on the circumstances, to decline a gift, even when it is allowed by the exceptions below.

- Gifts valued at \$20 or less, **but**
  - not cash or investment interests
  - not more than \$50 in total from one source in a year
- Gifts motivated by personal relationships
- Certain discounts and similar benefits offered
  - by professional organizations
  - to groups unrelated to Government employment (such as AARP)
  - to groups in which membership is related to Government employment, if the same benefits are available to other, similar organizations. (e.g.: discounted loans to Gov't. credit union members.)
  - by a *non*-prohibited source to any group as long as not discriminatory on basis of rank, type of responsibility, or pay.
- Gifts resulting from your or your spouse's outside business activities

**You may accept cups of coffee offered by a contractor at no charge.**

**If you enter your business card in a drawing sponsored by a DoD contractor that is open to the public, you may keep the prize.**

**On each of his quarterly visits, a sales representative of Overpriced Computers Inc. gave Bonnie, a DoD employee, a company T-shirt, valued at \$10 each. During that period, Bonnie's brother Steve, who also works for Overpriced Computers Inc., purchased for her a birthday present valued at \$60. Bonnie may keep all of the gifts given to her. The T-shirts don't exceed the \$50 annual limit from one source, and the gift from her brother Steve is the result of a personal, not business, relationship.**

**Tom was offered two tickets valued at \$30 a piece to a baseball game from an employee of a defense contractor. Since the price of each ticket exceeds the \$20 limit, Tom may only accept the tickets if he pays the contractor \$60, the full market value of the tickets. (Paying only \$40 is not permissible.)**



- Free attendance provided by a state, local government, or tax exempt civic organization when there is a community relations interest
- Gifts accepted under specific statutory authority, such as certain gifts from a foreign government
- Certain educational scholarships and grants (consult a DoD ethics official)
- Free attendance, food, and entertainment (not travel) *when provided by a sponsor:*
  - of an event on the day that you are speaking or presenting information, **or**
  - of a widely attended gathering, provided that your supervisor determines that your attendance is in the agency's interest. (If the sponsor has interests that may be affected by you, an additional conflict of interest determination is required.)
- Free attendance, food, and entertainment (not travel) *provided by a person other than the sponsor* of a widely attended gathering, if:
  - the market value of the gift of free attendance is \$335 or less and more than 100 persons are expected to attend, **and**
  - your supervisor determines that your attendance is in the agency's interest. (If the person has interests that may be affected by the employee, an additional conflict of interest determination is required.)
- Meals, lodging, transportation, and other benefits in connection with employment discussions
- Awards for meritorious public service or achievement, and honorary degrees – see your ethics counselor
- Travel benefits and free attendance from political organizations in connection with certain political activities
- Food and entertainment (not travel and lodging), at social events, if: (1) the invitation is not from a prohibited source, **and** (2) the event is free to all attendees.

**On account of his DoD position, an arms trade association invites Jared, a DoD officer, to an industry-wide, one-day seminar sponsored by the association, a \$200 value. He is also invited to dinner, which costs \$100, at a restaurant after the seminar with several industry executives. Jared may accept the seminar invitation, provided that his supervisor determines that his attendance furthers DoD's interests. Jared may not accept the free dinner invitation, which is not part of the seminar and is closed to other interested participants.**

**An annual dinner is held by a veterans' service organization that costs \$125 per person. Representatives from veterans' groups, Congress, and the media will attend. Several DoD employees are given free tickets by Big Guns, Inc. At the dinner, a veteran will be honored. Since it is a widely attended gathering, the DoD employee may be able to accept the free tickets if his or her ethics official determines more than 100 persons are expected to attend the event, and there is an agency interest in the DoD employee's attendance.**

- Gifts of food and entertainment (not to exceed the per diem rate) at meetings or events attended in an official capacity in foreign areas, when (1) *not* provided by a foreign government **and** (2) non-U.S. citizens participate in the meeting or event

## Foreign Gifts

**Rule:** Federal employees may accept gifts from foreign governments if the gift is below the “minimal value” which, in January 2008, is \$335. Check with your ethics counselor about appraising the gift or what the current threshold is.

## Disposition of Improper Gifts

**Rule:** If you are offered a gift that you cannot accept, you should:

- Decline the gift
- Return the gift, **or**
- Pay the donor the gift’s market value

Under certain circumstances, perishable items may be:

- donated to charity
  - destroyed
  - shared within the office
- (check with your ethics official)

## Subsequent reciprocity is not a solution

## Gifts Between Employees

**Rule:** You may not accept a gift from an employee who earns less than you (unless you have a personal relationship with the employee, and you are not in the chain of command)

**Rule:** You may not give, make a donation toward, or solicit a gift for someone superior to you in the chain of command.

## Exceptions to the Rule

1. On an occasional basis, such as holidays or birthdays, you may give to a superior or receive from a subordinate:
  - Non-monetary gifts of up to \$10

Bill asks his 4 coworkers each to pitch in \$20 to purchase a \$100 golf putter for Doreen, their boss, for Christmas. Doreen invites the office to a New Year’s party, serving meals valued at \$25. Bill brings a \$20 bottle of wine.

- Bill may not solicit, and he and his coworkers may not give, their boss a group gift or individual gifts at Christmas that exceed \$10.
- The dinner and the wine are both appropriate.

- Personal hospitality provided at a residence (or an appropriate host/hostess gift),
  - Food or refreshments shared in the office
2. On special, infrequent occasions,
- of personal significance, such as marriage, illness, or birth or adoption of a child
  - that terminate the chain of command, such as retirement, resignation, or transfer
- you may
- solicit voluntary contributions up to \$10/person for a group gift
  - give an appropriate gift to a superior
  - accept appropriate gifts and group gifts that do not exceed \$300 from subordinates (See your ethics counselor for exceptions.)

**Doreen decides to retire. Bill, who works for Doreen, gives her a \$20 book and again solicits for a going-away gift. He would like to get her a golf-related desk set that costs about \$50.**

- **Bill may give the \$20 book, as it is an appropriate gift**
- **Bill may also solicit for a gift and contribute toward the group gift**
- **Bill has learned his lesson and does not suggest an amount to contribute**

---

## CONFLICTS OF INTEREST

### Conflicting Financial Interests

**Criminal Rule:** You may not do government work on a particular matter that will affect the financial interest of:

- You
- Your spouse
- Your minor children
- Your general partner
- Organizations with which you're negotiating or have arrangements for future employment, **or**
- Any organization for which you serve as an employee, officer, director, trustee, or general partner

**Bryan, a DoD procurement officer, is about to award a contract for new computers. His wife, Deanna, owns a computer sales business, which has bid on the contract. Bryan may not participate in the contract award decision, since the decision will affect his wife's financial interests.**

If you think you may have a conflicting financial interest, consult your DoD ethics official immediately to determine the appropriate remedy.

## Bribery and Graft

**Rule:** You may not seek or accept anything of value, other than your salary, for being influenced in your official duties.

## Commercial Dealings Between DoD Employees

**Rule:** You may not knowingly solicit or make solicited sales to personnel who are junior in rank, grade, or position (or their families). This includes insurance, stocks, real estate, cosmetics, household supplies, and other such goods and services.

**Sue operates a cosmetics sales business out of her home after hours. During the day she is a supervisor at DoD. She may not make solicited sales to her DoD subordinates or the job or after work by calling them at home.**

## Representation of Others in Matters Affecting Government

**Rule:** You generally may not represent anyone outside the Government before a Federal agency or court, or share in any compensation for such representations made by anybody else, if the Government is involved in the particular matter.

- There are limited exceptions.
- There are special exceptions for consultants.
- Check with your ethics official.

## Supplementation of Federal Salary

**Rule:** You may not accept compensation from any source except the Government for your services as a Government employee.

This rule does not apply, if:

- you are a “special Government employee” – *i.e.*, a consultant, or
- you serve without compensation, or
- your supplementation is a result of a public service award

---

## **IMPARTIALITY IN PERFORMING OFFICIAL DUTIES**

**Rule:** Maintain your impartiality. Don't participate in any particular DoD matter if:

- the matter is likely to affect the financial interest of a member of your household, or a person with whom you have a "covered relationship" is involved in the matter, **and**
- a reasonable person with knowledge of the relevant facts could question your impartiality.

### **Who may be in a "covered relationship"?**

- A member of your household or a relative with whom you're close,
- Someone with whom you have or seek to have a business relationship, other than a routine consumer transaction,
- An organization (other than a political party) in which you actively participate,
- Someone with whom you had, within the last year, a close business relationship, such as partnership or employment, **or**
- Someone with whom your spouse, parent, or dependent child has (or seeks to have) a close business relationship, such as partnership or employment.

**A senior VP from Blatz Corp. recently resigned from Blatz to become a senior official in DoD. Shortly after his arrival, the official's office is tasked to decide whether or not to renew Blatz's contract with DoD. Because the senior official was employed by Blatz within the last year, he may not make the decision**

---

## **MISUSE OF POSITION**

**Rule:** You may not use, or permit the use of, your Government position, title, or any authority associated with your office:

- To induce or coerce another person to provide any benefit to you or anyone with whom you are affiliated

**The General Counsel has been asked by his college to serve on the Alumni Association. He may serve in his personal capacity, but may not allow his position as General Counsel to be used on the college letterhead or other promotional literature.**

- To imply that DoD or the Government endorses personal activities
- To endorse any product, service, or enterprise, except as provided by statute or regulation

---

## USE OF GOVERNMENT RESOURCES

**Rule:** Use Federal Government equipment and property, including communications systems, only for official purposes or authorized purposes as approved by your supervisor.

**Rule:** Use official time in an honest effort to perform official duties, and don't ask subordinates to perform tasks outside their official duties.

---

## FUNDRAISING

**Rule:** You may raise funds for organizations in your personal capacity, but you may not use your official title, position, or authority to fundraise, nor may you solicit subordinates or prohibited sources.

**Oscar, who is the deputy director of a DoD office, is in charge of raising funds for his son's Little League team. Oscar may not ask his subordinates to contribute.**

---

## TEACHING, SPEAKING, AND WRITING

**Rule:** You may accept payment for teaching, speaking, or writing that is unrelated to your official duties and that was not prepared on official time.

- If your employment by DoD is identified, you must make a disclaimer.

**Stu, an ethics attorney at DoD, has been offered \$1500 to teach a 1-day course on Federal ethics to employees at Big Contractor, Inc. Because the topic relates to his official duties, he may not accept the compensation.**

---

## OUTSIDE ACTIVITIES

**Rule:** If you file a financial disclosure report, you need your supervisor’s prior written approval before you engage in business activity or employment with a DoD “prohibited source” (see page 2). Presidential appointees and certain non-career employees have additional restrictions – consult your ethics counselor.

**Jill, who tests new computers for the office, wants to work on weekends for the vendor of those computers. Since her outside employment would cause a conflict of interest with her Government duties, she should not accept the job.**

**Rule:** You may not have outside employment or activities that would materially impair your ability to perform your duties.

---

## POLITICAL ACTIVITIES

Most Federal civilian employees may actively participate in political campaigns and other partisan activities. However, they may not engage in such activities on duty, or in any Federal workplace, vehicle, or while in uniform.

While the Hatch Act loosened restrictions on political activity for most Federal civilian employees, Federal laws still limit the political activities of military personnel, law enforcement, national security, and career SES employees. Moreover, by policy within DoD, employees appointed by the President and employees appointed by the Secretary to non-career SES positions may not engage in any activity that could be interpreted as associating DoD with any partisan cause or issue.

If you plan to engage in any partisan political activity, you should consult your ethics counselor.

---

## EMPLOYMENT ISSUES

### Seeking Employment

**Rule:** If you are seeking non-Federal employment (e.g., sending resumes to select employers), you may not do Government work on a particular matter that will affect the financial interests of any of your prospective employers. You must give a written disqualification statement to your supervisor.

**Janelle, a procurement specialist, is doing work as a Government employee on a contract worth \$500,000. She is offered an interview for a job by the contractor. Janelle must disqualify or recuse herself and inform her supervisor and ethics official.**

### Post-Government Employment

**Rule:** Always consult your ethics counselor before separating from the Government. He or she will advise you on the restrictions that will apply to your activities in the private sector in light of your specific duties and level of responsibility as a Government employee.

---

## OFFICIAL TRAVEL BENEFITS

You may keep promotional items such as frequent flyer miles that are awarded for official travel that is funded by the Government. If Government travel is funded by a non-Federal entity, you may keep promotional items that are awarded for that travel if the non-Federal entity does not object.

You may also keep promotional items given to compensate you for being voluntarily bumped from a flight. You may voluntarily surrender your seat **ONLY** if doing so does not adversely affect the performance of your official duties and does not result in additional cost to the Government.

You may not keep promotional items given to compensate you for being involuntarily bumped from a flight.



---

## SOURCES OF FURTHER INFORMATION

If you have further questions, consult a DoD ethics counselor. In OSD, contact SOCO by one of the means described on page ii.

Additional information is available in:

### **1. Standards of Conduct for Employees of the Executive Branch**

The U.S. Office of Government Ethics has developed a comprehensive set of regulations to assist Federal employees with their ethics questions. This is a primary source of guidance on ethics and standards of conduct. It may be found on the Office of Government Ethics website: [www.usoge.gov](http://www.usoge.gov).

### **2. DoD 5500.7-R, the Joint Ethics Regulation (“JER”)**

The JER contains supplemental regulations for DoD employees.

Rev: 10/10/2012 8:54 AM

G:\socgc\HANDOUT\2009 SOCO Employee Guide.doc

## Union perspective

Les Hackett

---

---

---

---

---

---

---

## Unions in the Federal Gov.

- 5 U.S.C Section 7101
- (a) The Congress finds that— (1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them— (A) safeguards the public interest,
- (B) contributes to the effective conduct of public business, and
- (C) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

---

---

---

---

---

---

---

## What is the Unions role?

- Ensure bargaining unit (BU) employees are treated in a fair and equitable manner concerning their conditions of employment.
- Ensure laws, rules and regulations as they pertain to bargaining unit employees conditions of employment are adhered to.
- Lobby for legislation to improve technicians work life.

---

---

---

---

---

---

---

### How does the union accomplish it's role

- ☐ Negotiate contract language
- ☐ Input into Regulations
- ☐ Educate Congress

---

---

---

---

---

---

---

---

### What do we negotiate?

- ☐ at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- ☐ procedures which management officials of the agency will observe in exercising any authority under this section; or
- ☐ appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

---

---

---

---

---

---

---

---

### Examples of procedures.

- ☐ Hiring
  - Merit promotion system HRR 335-1
- ☐ Take disciplinary and removal actions
  - Discipline and adverse actions TPR 752
- ☐ Lay Off
  - Reduction in force procedures HRR 351-1

---

---

---

---

---

---

---

---

### Examples of Contract provisions effecting procedure

- Merit Promotion
  - First look for BU techs
- Discipline
  - Advisory arbitration
- Reduction in force
  - Longevity credit

---

---

---

---

---

---

---

---

### Input on draft regulations examples

- Work schedule – WING HRR-990-1
  - Ensure equitable work schedule opportunities for BU employees
- Merit promotion- WING HRR 335-1
  - Optimize career opportunities for all BU employees regardless of military rank

---

---

---

---

---

---

---

---

### Enforcement mechanisms

- Grievance procedure
  - Comprehensive in scope
  - Currently a three step procedure
  - Binding arbitration
- Unfair labor practice (ULP)
  - Federal Labor relations authority involved
  - Limited to a fairly narrow circumstances
    - TITLE 5 CHAPTER 71-Sec. 7116. Unfair labor practices

---

---

---

---

---

---

---

---

## Recent examples of Grievances & ULPs

- ☐ Grievance/ CSMS Inspector Merit placement action
  - Agency failed to give Bargaining unit employees priority consideration
    - ☐ Contract violation
- ☐ ULP
  - Bargaining unit employees excluded from using Volk Field Gym after years of a access
    - ☐ Failure to negotiate in good faith concerning changes in working conditions

---

---

---

---

---

---

---

---

## Communicating and visiting legislators

- ☐ Semi-annual D.C. visits
- ☐ On going follow-up
- ☐ Grass roots efforts

---

---

---

---

---

---

---

---

## Legislation examples

- ☐ Passed legislation
  - Sick leave credit for FERS
  - NDS positions for combat disabled technicians
- ☐ Desired legislation
  - Earlier retirement for dual status -technicians
  - MSPB rights for technicians

---

---

---

---

---

---

---

---

### Points of emphasis

- ☐ Fairness
- ☐ Communication
- ☐ Documentation
- ☐ Do the right thing

---

---

---

---

---

---

---

### Questions??????????

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

# Telework Policy Guide

J1- Manpower and Personnel

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---


---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## Overview

---

- ★ References
- ★ Purpose
- ★ Definitions
- ★ Benefits
- ★ Challenges
- ★ Eligibility
- ★ Guidelines
- ★ Exercise



UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## References

---

- ★ Section 359 of Public Law No. 106-346
  - *"Department of Transportation and related Agencies Appropriation Act 2001", 23 Oct 2000*
- ★ DoD Telework Policy Guide for Civilian Employees, 22 Oct 2001
- ★ DODI 1035.01 Telework Policy, 3 April 2007
- ★ NGB J1
  - *All States Log Number P10-0007, 23 March 2010*
- ★ WING HRR 301-1, 1 April 2007
- ★ [www.telework.gov](http://www.telework.gov)

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

## Definitions

### ★ Telework

- Means to an alternative work arrangement for employees to **conduct all or some of their work away from the primary workplace.**
- Work location might be a residence, an office closer to the employee's residence or another acceptable locations



---

---

---

---

---

---

---

---

## Definitions

### ★ Regular or Recurring Telework

- Work schedule where eligible employees **regularly work at least one day per biweekly pay period** at an alternative worksite.

### ★ Ad Hoc Telework

- Telework performed at an alternative worksite on an **occasional, one-time or irregular basis**

### ★ Work-at-home Telework

### ★ Other Approved Worksites

- Any other worksite funded by employee's component

---

---

---

---

---

---

---

---

## Benefits



- ★ Valuable management tool
- ★ Improve quality of life
- ★ Allows employees to balance their work lives with private and family responsibilities
- ★ Can enhance the National Guard's efforts to recruit & retain high quality employees
- ★ Benefits our society
  - Cleaner air
  - Reduced energy consumption
  - Decreased traffic congestion

---

---

---

---

---

---

---

---



UNCLASSIFIED // FOR OFFICIAL USE ONLY

Challenges

★ Employee

– Telework concerns

– Operational adjustments

– Technology requirements

– Telework might jeopardize my chances for advancement.

– I'm not sure I'll like working alone.

– Can I really live up to my manager's expectations?

– Will I be able to separate home and work?

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Challenges

★ Supervisors

– Although telework has been around for a while, there are still several misperceptions that have made some managers reluctant to approve a telework arrangement.

– Once I allow my employee to telework, I will never see or hear from him/her again.

– If I approve one telework agreement, I will have to let all my employees telework.

– Telework stands in the way of effective teamwork.

– Worker productivity will drop if I am not watching my employees every minute.

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Supervisor Driven

★ Selection of Participants

– Supervisors identify positions suitable for telework

– Supervisors may select employees to participate voluntarily

– Continued participation is not statutory or an automatic right

– Supervisors may change, modify or terminate due to mission needs or other eligibility consideration at any time

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Eligibility

- ★ Eligible Positions
  - Those involving tasks and work activities that are *portable*
  - Do not require employees being at a traditional work site
  - Conducive to supervisory oversight at the alternative worksite
- ★ Positions Not Eligible
  - Those involving tasks that are *not portable*
    - ★ Require employee to have daily face-to-face contact with supervisor, colleagues, clients, general public
    - ★ Require daily access to classified information
    - ★ Trainee or entry level positions

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Suitability

- ★ Demonstrated dependability & ability to handle responsibility
- ★ Proven record of high personal motivation
- ★ Ability to prioritize work effectively
- ★ Good time management skills
- ★ Proven/expected minimum performance rating of fully successful

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

Guidelines

- ★ Written Agreements
  - See Appendix A, B, C of our WING HRR
  - Sample
- ★ Time and Attendance
  - Codes
    - ★ TW: Telework Regular
    - ★ TS: Telework Situational
    - ★ TM: Telework Medical
- ★ Home Office Space
  - Employees must complete a self certification checklist
  - Appendix B (Safety Checklist)

UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

UNCLASSIFIED // FOR OFFICIAL USE ONLY

## Questions



UNCLASSIFIED // FOR OFFICIAL USE ONLY

---

---

---

---

---

---

---

---

Appendix A

**Wisconsin National Guard and Employee Teleworking Agreement  
Approval for Alternative Work Site**

**Name:** \_\_\_\_\_

**Organization/Office:** \_\_\_\_\_

**Current Duty Station:** \_\_\_\_\_

**Geographical Location:** \_\_\_\_\_

**Approved Alternative Work Place:** \_\_\_\_\_

**Geographical Location:** \_\_\_\_\_

**Voluntary Participation**

I voluntarily agree to work at the approved alternative work site indicated above and agree to follow all applicable policies and procedures. I recognize this arrangement is not an employee benefit but an additional method the agency may approve to accomplish work. Telework is a management option. It is not an employee benefit or right and does not change employment terms and conditions.

**Official Duties**

I shall perform official duties only at the official duty station or supervisors approved alternate work site and will not conduct personal business, such as caring for dependents or making home repairs, while in official duty status at the alternate work site.

**Work Schedule and Tour of Duty**

Unless the supervisor and I agree otherwise, the number of hours I am scheduled to work remains the same. My official tour of duty will be

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa\_\_\_\_\_  
(specify days, hours, and location such as official duty station or alternative work site). I further understand I am expected to report for work at my official duty station at least one day per pay period. I am also expected to attend all required staff meetings at my official duty station.

**Time and Attendance**

\_\_\_\_\_ My timekeeper will have a copy of my schedule. My supervisor will certify biweekly the time and attendance for hours worked at the official duty station and alternative work site.  
(Note: the organization may require me to complete a self-certification form).

**Leave**

\_\_\_\_\_ I shall follow established office procedures for requesting and obtaining approval of leave.

**Compensatory Time**

\_\_\_\_\_ As a technician, I agree to work compensatory time only if my supervisor so orders and is approved in advance by second level supervision. Working without such approval may result in terminating the teleworking privilege and/or other appropriate action.

**Equipment and Supplies**

\_\_\_\_\_ I shall protect all government-owned equipment and use it only for official purposes. The agency will install, service, and maintain its own equipment if applicable. I shall install, service, and maintain any personal equipment I use. I understand the Wisconsin National Guard is not responsible for the expense to repair, restore or replace any personal computers, peripherals, and media or data files used for teleworking from the home worksite.

**Security**

\_\_\_\_\_ I will comply with security policies and protect all Wisconsin National Guard resources, including Wisconsin National Guard data and information, at the alternate work site.

**Liability**

\_\_\_\_\_ The Wisconsin National Guard is not liable for damages to my personal or real property while I work at the approved alternate work site except to the extent the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act holds the Wisconsin National Guard, as a government agency, liable.

**Work Area**

\_\_\_\_\_ I shall provide a furnished work area adequate for performing official duties.

**Work Site Inspection**

\_\_\_\_\_ I agree to permit supervisory inspection of my alternate work site during normal working hours at a pre-arranged time to ensure proper maintenance of government-owned property and conformity to safety standards. (I will complete a self-certification safety checklist (appendix B) for an at-home work site.)

**Alternative Work Site Costs**

\_\_\_\_\_ The Wisconsin National Guard will not pay installation, infrastructure and/or operating costs associated with using my home as an alternate work site; e.g., home maintenance and insurance. However, I do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for Wisconsin National Guard, as provided for by statute and implementing regulations.

**Injury Compensation (Check the Applicable Paragraph)**

\_\_\_\_\_ As a *civilian member*, I am covered under the Federal Employee's Compensation Act or appropriate state regulations if injured while actually performing official duties at my official duty station or alternate work site. I agree to notify my supervisor immediately of any accident

or injury that occurs at the alternate work site; the supervisor will investigate my report immediately and in addition, notify the appropriate safety office/officer.

\_\_\_\_\_ As a *military member*, I am covered under 32 USC if injured actually performing official duties at my official duty station or alternate work site. I agree to notify my supervisor immediately of any accident or injury that occurs at the alternate work site. The supervisor will investigate my report immediately and in addition, notify the appropriate safety office/officer.

### **Work Assignments**

\_\_\_\_\_ I shall complete all assigned work according to procedures my supervisor and I mutually agree to and according to guidelines and standards in my performance plan.

### **Performance**

\_\_\_\_\_ My most recent performance rating must be at least Fully Acceptable or Excellent. My supervisor may require me to report regular progress to assist in judging performance.

### **Disclosure**

\_\_\_\_\_ I shall protect government records from unauthorized disclosure or damage and will comply with requirements of the Privacy and Freedom of Information Act Manual. I will not store, gain access to, or use classified information at a home work site.

### **Standards of Conduct**

\_\_\_\_\_ I understand standards of conduct continue to apply to me while I work at my telework site(s) in accordance with applicable regulations.

### **Cancellation**

\_\_\_\_\_ After appropriate notice to my supervisor, I may resume working my regular schedule at my official duty station. After appropriate notice to me, my supervisor may instruct me to resume working my regular schedule at my official duty station if my performance declines, the project fails to benefit organizational needs, the need for in-office interaction between me and my coworkers or customers arises, or for other work-related reasons. The supervisor will follow any applicable administrative or negotiated telework procedures.

### **Other Action**

\_\_\_\_\_ Nothing in this agreement precludes management from taking any appropriate disciplinary or adverse action against me if I fail to comply with the provisions of this agreement. Nothing in this agreement shall be construed so as to infringe upon an employee's rights or benefits provided by law, regulation, or contract.

**Employee's Signature and Date:** \_\_\_\_\_

**Supervisor's Signature and Date:** \_\_\_\_\_

**Telework Coordinator Signature and Date:** \_\_\_\_\_

**Cancellation Date:**

If this agreement is canceled please indicate date of cancellation below:

**Cancellation Date:** \_\_\_\_\_

**Employee's Acknowledgment and Date:** \_\_\_\_\_

**Supervisor's Signature and Date:** \_\_\_\_\_

**SUMMARY INFORMATION**

Check the description that applies:

Telework Arrangement

\_\_\_\_\_ 1 day per 2 weeks qt" \_\_\_\_\_ More than 1 day per 2 weeks  
Occasionally; i.e., project nature

\_\_\_\_\_  
Position Type:

Civilian: \_\_\_\_\_

Military: \_\_\_\_\_

*Send a copy of this agreement, along with this Safety checklist, Security Audit Checklist and Computer System Information to your supervisor, and retain a copy for your records. Send a copy of this agreement to the Human Resource Office.*

CF:

Directors

Telework Coordinator

J1

# WISCONSIN NATIONAL GUARD SELF-CERTIFICATION SAFETY CHECKLIST FOR TELEWORKER WORKING AT HOME

**Organization/Office:**

**Telephone:** \_\_\_\_\_

Address of home work site location:

Describe the designated home work area:

1. Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance?

2. Are all stairs with four or more steps equipped with handrails?

3. Does the electrical system conform to appropriate local building codes? Will the building's electrical system provide for grounding equipment (three prong receptacles)? Is all electrical equipment free of recognized hazards that would cause physical harm (frayed or loose wires, exposed wiring, missing/broken outlet/switch covers)?

Yes                      No

4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes ☐ No ☐

5. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes ☐ No ☐



6. Do chairs have any loose casters (wheels)?	Yes	No
7. Are the phone lines, electrical cords, and extension wires secured under a desk or along a baseboard?	Yes	No
8. Is the office space neat, clear, and free of excessive amounts of combustibles?	Yes	No
9. Are floor surfaces (including carpets) clean, dry, level, and free of worn or frayed seams?	Yes	No
10. Is there enough light to read?	Yes	No
11. Is the residence equipped with working smoke detectors?	Yes	No

COMPUTER WORKSTATION (IF APPLICABLE)

12. Is your chair adjustable?	Yes	No
13. Does a back rest support your back adequately?	Yes	No
14. Is your computer monitor at eye level?	Yes	No
15. When keying, are your forearms close to parallel with the floor? Are your wrists fairly straight?	Yes	No

Explain any no responses:

---



---



---



---



---



---

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

*Attach a copy of this list to your Telecommuting Agreement, retain a copy for your record and send one copy to your Human Resource Office.*

## Appendix C

### WISCONSIN NATIONAL GUARD SELF-CERTIFICATION SECURITY AUDIT CHECKLIST FOR TELEWORKERS WORKING AT HOME

Name: \_\_\_\_\_

Organization/Office/Location: \_\_\_\_\_

Phone: \_\_\_\_\_

*This checklist assesses the overall ability to protect United States Government, state, and Wisconsin National Guard data and information processed, stored, transmitted, or received at the home work site. Each participant shall read, complete, sign, and date the security audit checklist.*

Home work site location:

\_\_\_\_\_

#### USER SECURITY

- |                                                                                                                                                   |     |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Have you received adequate Automated Information Systems (AIS) security awareness and training?                                                | Yes | No |
| 2. Have you signed an AIS user responsibility acknowledgment form?                                                                                | Yes | No |
| 3. Do you possess an adequate working knowledge of how your computer transmits and receives data?                                                 | Yes | No |
| 4. Do you possess an adequate working knowledge of what data needs to be protected when you transmit or receive?                                  | Yes | No |
| 5. Do you possess an adequate working knowledge on properly storing and handling storage media (e.g., floppy disks, CD-ROMs, backup tapes, etc.)? | Yes | No |
| 6. Are you familiar with computer virus detection and eradication procedures?                                                                     | Yes | No |

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

*Attach a copy of this list to your Telecommuting Agreement, retain a copy for your record and send one copy to your Human Resource Office.*

## Appendix D

### Wisconsin National Guard Telework Summary Report

**For the Month of:** \_\_\_\_\_

*Functional Area:* \_\_\_\_\_

*Telework Coordinator Name:* \_\_\_\_\_

Email Address: \_\_\_\_\_

*Phone Number:* \_\_\_\_\_

*Using the table below, specify the total number of teleworkers by the indicated categories:*

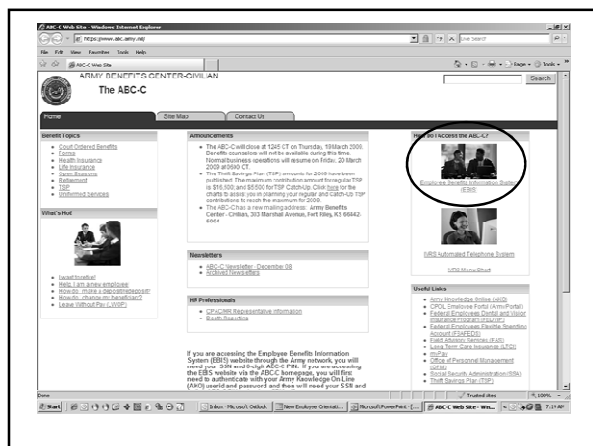
<b><i>Participation Rate</i></b>	<b><i>Federal (NDS) Non-Dual Status</i></b>	<b><i>Federal (DS) Dual Status</i></b>	<b><i>AGR</i></b>	<b><i>Notes</i></b>
<b>1 day per pay period</b>				
<b>More than 1 day per pay period</b>				
<b>Ad hoc (i.e., Occasional Project)</b>				

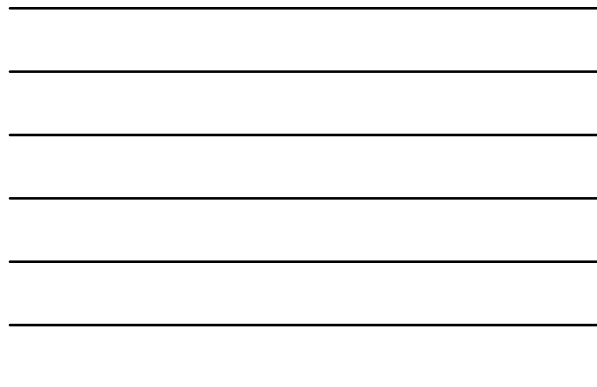
## Employee Benefits Information System

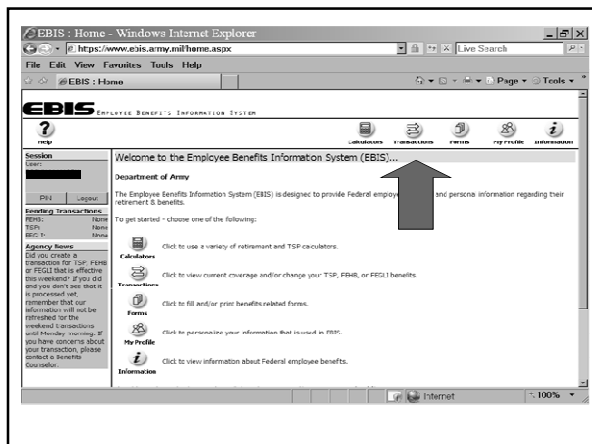
### *Technician Personnel Management Refresher Course*

## ABC-C Automated Systems Employee Benefits Information System (EBIS)

- Secured Web based application  
<https://www.abc.army.mil>
- Available 24 hours a day
- Create and process electronic benefit elections
- Requires use of AKO username and password or Common Access Card (CAC) authentication
- Requires use of SSN and PIN
- Allows you to print pending benefits transactions








---

---

---

---

---

---

---

---

<b>FEHB Current Coverage</b> You are currently not enrolled in FEHB. [Change]	<b>FEHB Pending Transaction</b> You have no pending transactions. [Void]						
<b>TSP Current Coverage</b> You are currently contributing to TSP. <table> <tr> <td>Retirement Plan</td> <td>FERS</td> </tr> <tr> <td>Contribution Amount</td> <td>\$0.00</td> </tr> <tr> <td>Contribution Percent</td> <td>5%</td> </tr> </table> [Change]	Retirement Plan	FERS	Contribution Amount	\$0.00	Contribution Percent	5%	<b>TSP Pending Transaction</b> You have no pending transactions. [Void]
Retirement Plan	FERS						
Contribution Amount	\$0.00						
Contribution Percent	5%						
<b>FEGLI Current Coverage</b> All FEGLI amounts and costs are based on your age as of the pay period ending date: 08/19/2006. Enrollment Code: CD <table> <tr> <th>Coverage Type</th> <th>Amount of Coverage</th> <th>Cost Per Pay Period</th> <th>Multiple</th> <th>Single</th> </tr> </table>	Coverage Type	Amount of Coverage	Cost Per Pay Period	Multiple	Single	<b>FEGLI Pending Transaction</b> You have no pending transactions. If you completed a FEGLI transaction that is effective today there will be no pending transaction.	
Coverage Type	Amount of Coverage	Cost Per Pay Period	Multiple	Single			

---

---

---

---

---

---

---

---

### Interactive Voice Response System (IVRS)

- Automated Self-Service Phone System
- To access call toll free 1-877-276-9287
- TDD: 1-877-276-9833 (Hearing Impaired)
- Requires use of SSN and PIN (initially the PIN is your mm/yy of birth, then you will be prompted to create a 6 digit PIN)
- Available 24 hours a day
- Counselors are available 12 hours per day from 6:00 a.m. – 6:00 p.m. Central Time

---

---

---

---

---

---

---

---

<b>Army Benefits Center - Civilian</b> <b>1-877-276-9287</b>				
<b>Initial Options</b>				
<b>Select:</b> 1= Army Civilian 2= DCMA Civilian 3= National Guard 4= Army Uniformed Services Member	<b>Select:</b> 1= Customer Service Survey 2= Access Benefits and Entitlements <b>Select:</b> 1= Current or Separated Civilian Employee 2= Retiree or Surviving Spouse 3= Seeking Temporary Continuation of Coverage (FEHB TCC)	<b>To access Benefits and Entitlements:</b> 1= Enter SSN and PIN 1= Change your PIN 2= Continue 2= Forgot PIN <b>Current Duty Phone</b> 1= Correct 2= Change	<b>Main Menu:</b> 0= Benefits Counselor 1= FEHB 2= Retirement 3= TSP 4= FEGLI 6= Fax Document 9= Exit System	
<b>Menu Information Available after Main Menu Option Selected</b>				
<b>1 = FEHB:</b> 1= General Information 2= Personal Information 3= New Employee Election 4= Change from Self and Family to Self Only (without changing plan) 5= Open Season Election 6= Cancel FEHB 7= Non-Open Season Change 8= Fax of latest SF 2809 0= Counselor 9= Previous Menu	<b>2 = Retirement:</b> 1= General Information 2= Personal Information 3= Retirement Estimate 0= Counselor 9= Previous Menu	<b>3 = TSP:</b> 1= Personal Information <b>2= TSP Election</b> 4= Stop Contributions 5= TSP Catch-Up Election 0= Counselor 9= Previous Menu	<b>4 = FEGLI:</b> 1= General Information 2= Personal Information 3= New Employee Election 4= Non-Open Season Election 5= Open Season Election 6= Fax of Open Season Election 0= Counselor 9= Previous Menu	<b>6 = Faxed Documents:</b> 1= Request a Document 2= Index of Documents 9= Previous Menu
19				

---



---



---



---



---



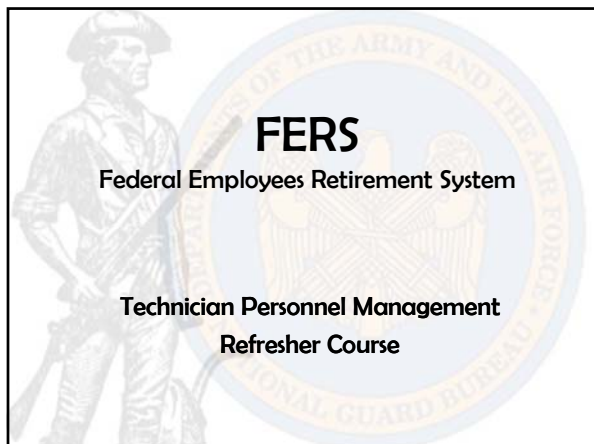
---



---



---



**FERS**  
Federal Employees Retirement System

**Technician Personnel Management  
Refresher Course**

---

---

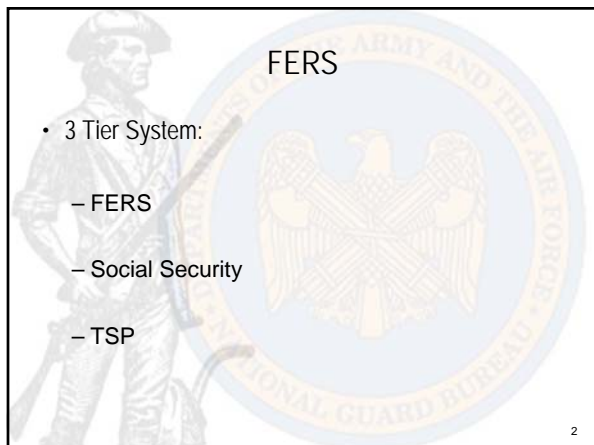
---

---

---

---

---



**FERS**

- 3 Tier System:
  - FERS
  - Social Security
  - TSP

2

---

---

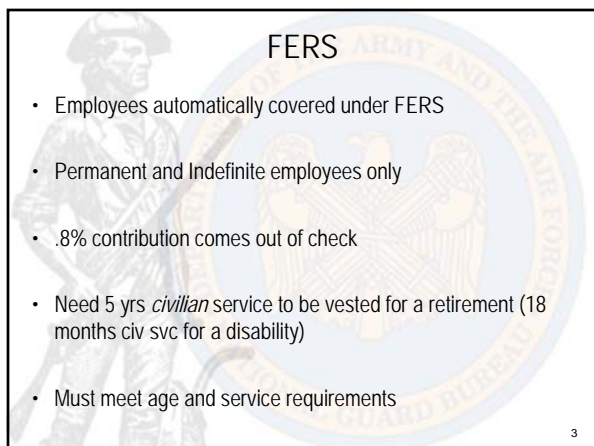
---

---

---

---

---



**FERS**

- Employees automatically covered under FERS
- Permanent and Indefinite employees only
- .8% contribution comes out of check
- Need 5 yrs *civilian* service to be vested for a retirement (18 months civ svc for a disability)
- Must meet age and service requirements

3

---

---

---

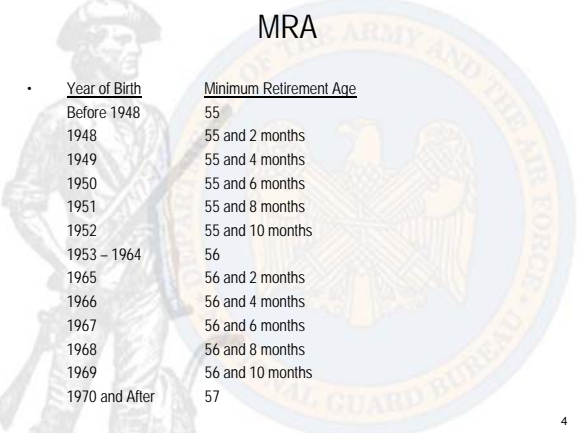
---

---

---

---





### MRA

- Year of Birth  
Before 1948  
1948  
1949  
1950  
1951  
1952  
1953 – 1964  
1965  
1966  
1967  
1968  
1969  
1970 and After
- Minimum Retirement Age  
55  
55 and 2 months  
55 and 4 months  
55 and 6 months  
55 and 8 months  
55 and 10 months  
56  
56 and 2 months  
56 and 4 months  
56 and 6 months  
56 and 8 months  
56 and 10 months  
57

---

---

---

---

---

---

---

---

---

---

Retirement Categories			
Type of Retirement	Minimum Age	Minimum Service	Special Requirements
Optional	62	5	None
	60	20	None
	MRA	30	None
	MRA	10 (reduced benefit)	None
Special Option	Any Age	25	Must retire under special provision for air traffic controllers or law enforcement & firefighter personnel
	50	20	
Discontinued Service	Any Age	25	Separation must be involuntary & not for misconduct or delinquency
	50	20	
Disability	Any Age	18 months	OPM Approval National Guard Special Provisions P.L. 97-253
Deferred	62	5	Annuity starts at age 62 if not entitled to annuity upon original separation
	MRA	30	
	MRA	10 (reduced benefit)	
Early Optional	Any Age	25	Agency reorganization, RIF, transfer of function
	50	20	



### Benefits Computation

- 1% of High-3 avg pay x Creditable Yrs of Service

EX: 1% of \$45,000 x 30 years of service =  
450 x 30 = \$13,500 per year or \$1,125 per month

High 3 – average of your highest basic pay over any 3 consecutive years of creditable service

Creditable Service – Federal service when retirement contributions made  
Military service when deposits are completed  
(\*\*Disability has different calculation)

---

---

---

---

---

---

---

---

---

---

## Annuity Supplement

- Supplement received that approximates Social Security earned while employed by Federal Government (entitlement lasts until age 62) (\*\*Disability not eligible)
- Immediate Eligibility:
  - At or after MRA with 30 yrs of service (voluntary retirement)
  - Age 60 with 20 yrs of service (voluntary retirement)
  - At or after MRA under a discontinued service retirement (involuntary)
  - Military Reserve Technician Special Provision of age 50 with 25 yrs of service (involuntary retirement)

EX: \$1,500 in social security at age 62; 25 full yrs of FERS Svc  
 $25 / 40 = .625 \times \$1,500 = \$937$  per month

7

---

---

---

---

---

---

---

## Additional Benefits in Retirement

- FEHB- must be enrolled 5 consecutive yrs prior to retirement; pay same rates as current federal employee; open seasons; QLE's
- FEGLI- must be enrolled 5 consecutive yrs prior to retirement
- FEDVIP - dental and/or vision – no enrollment requirement at this point
- LTC Insurance
- NGAUS Life Insurance – can keep until age 70
- Survivor Benefit:
  - Full or Partial – allows spouse to continue health insurance

8

---

---

---

---

---

---

---

## Social Security

- Old Age Survivor Disability Insurance
- 4.2 % comes out of your pay check
- Eligible for social security at age 62
- Medicare Benefits
- Monthly retirement benefits based off of wages
- Monthly disability benefit if unable to work due to illness or injury
- Monthly survivor benefit for children and/or spouse
- Lump sum death benefit

9

---

---

---

---

---

---

---

### TSP

- Best way to ensure your retirement income meets your needs!
- At least 5%!!
- Several withdraw options:
  - Full withdraw
  - Partial withdraw
  - Monthly Payments
  - Monthly Annuity
  - Roll over contributions
  - Leave money in TSP

10

---

---

---

---

---

---

---

---

### Military/Civilian Deposits

- This is buying back military/civilian time to have it count toward your technician retirement.
- Types of military duty that can be bought back:
  - Title 10 Service
  - Basic Training
  - A.I.T./Tech School
  - Deployments/Mobilizations (title 10)
  - Title 32 service:**\*\*\*only if it interrupts technician appointment\*\*\***
- You have 2 years from your date of appointment or return to duty before interest starts accruing. Interest will show up at the end of the third year.
- Deposits may be refunded if you leave the technician program.
- Send RI 20-97 to appropriate DFAS/finance office to start this process. You have no obligation to pay this deposit.
- You can only pay back one deposit at a time.
- This will not take away from your military retirement.

---

---

---

---

---

---

---

---

**eOPF**  
(electronic official personnel file)

**(electronic official personnel file)**

*National Guard  
Technician Personnel Management Course*

---

---

---

---

---

---

- Hard copy OPF will be scanned for electronic viewing
- Purge process
  - envelope to employee

- Hard copy OPF will be scanned for electronic viewing
- Purge process
  - envelope to employee

2

[illegible]

- Web based system
- Employee will receive login & password to access their own file
- Employee will be able to view documents that electronically flow into eOPF as well as scanned documents

- Web based system
- Employee will receive login & password to access their own file
- Employee will be able to view documents that electronically flow into eOPF as well as scanned documents

3

---

---

---

---

---

---

## eOPF

- Electronic Flow:
  - SF 52's
  - SF 50'
  - Benefits i.e. FEHB, TSP, FEGLI
- Scanned Documents:
  - AUS/RTD Checklists; Military Orders
  - NGAUS
  - Applications/Resumes
- PAA does NOT automatically flow into eOPF

4

---

---

---

---

---

---

---

---

## eOPF

- Employee's must have email address updated in MyBiz
- Automatic notification emailed to employee when personnel action processed
- Supervisors will no longer receive notification of employee's personnel actions (MyWorkplace)

5

---

---

---

---

---

---

---

---



6

---

---

---

---

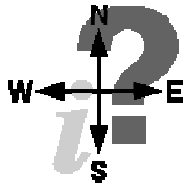
---

---

---

---

# Questions



7

---

---

---

---

---

---

---



# Thrift Savings Plan HIGHLIGHTS

April 2012



Scan above or visit the TSP website to view a short video about the TSP Roth feature.

[www.tsp.gov/roth/index.shtml](http://www.tsp.gov/roth/index.shtml)

## Considering Roth? It's a tax decision.

It is not easy to decide if Roth TSP is right for you. Generally, Roth TSP might be a good fit for those who expect their tax rate to be higher in retirement than it is now. But it is not that simple.

When you make Roth contributions, there is no reduction in your adjusted gross income (as there is when you make traditional pre-tax contributions), and this is an important factor in establishing your tax bracket and the tax deductions and credits that you can take.

You should consider these factors as you decide on making Roth contributions. If you are in doubt, consult a qualified financial or tax advisor to be sure that you consider all the complexities of the tax law as they apply to your own situation.



## Your Roth Questions Answered

By now you have probably heard that the TSP is adding a Roth TSP feature in the coming months. When you make Roth contributions, you will pay taxes on them as they go into your TSP account. This is very different from traditional pre-tax TSP contributions, which come out of your pay before your income taxes, but which are taxed (along with their earnings) at withdrawal. Roth contributions, when withdrawn, will be tax-free. The earnings on Roth contributions will also be tax-free, as long as you meet certain IRS requirements.\*

On the TSP website, we've created a special Roth section. You'll find it linked from the banner at the top of the home page and from the What's New page, accessed by choosing any link on the home page Bulletin Board. All the information published to date can be found at this location, and more information is on the way to the website to help you decide whether Roth TSP will be to your advantage. The new Roth TSP feature is also being discussed in the press, and participants are starting to ask for clarification.

**How will you get Roth money into your account?** There are only two ways:

- **From your future pay**—you'll notify your agency or service that you want to **make Roth contributions**, or
- **Transfer Roth money into your account directly from eligible plans** (Roth 401(k)s, Roth 403(b)s, or Roth 457(b)s only).

**You will not be able to transfer money into the TSP from Roth IRAs.** Also, you will **not** be able to convert money that is already in your TSP account into Roth money. Along the same lines, agency automatic and matching contributions will always be traditional, tax-deferred contributions, even if your own contributions are only Roth. **You will not be able to convert any agency traditional contributions into Roth contributions.**

**Who is eligible to take advantage of Roth TSP?** Check for your eligibility below:

Participant Group	New Roth Contributions?	Roth Transfers into TSP from eligible plans?
Active employees		
FERS	Yes	Yes
CSRS	Yes	Yes
Uniformed Services	Yes	Yes
Separated employees	No	Yes
Retirees	No	Yes
Beneficiary participants**	No	No

\* Roth earnings will be tax-free if 5 years have passed since January 1 of the year you made your first Roth contribution AND you are age 59½, permanently disabled, or deceased.

\*\* Beneficiary participants may not add new Roth contributions to their accounts, but their accounts may contain Roth contributions made by the deceased spouse.

TSP Website:  
[www.tsp.gov](http://www.tsp.gov)

ThriftLine: 1-TSP-YOU-FRST (1-877-968-3778)  
Outside the U.S. and Canada: 404-233-4400

TDD: 1-TSP-THRIFT5  
(1-877-847-4385)

**How will TSP transactions work with Roth money?** If you make Roth contributions or transfer Roth money into your account, you will have a Roth “balance” in your account, in addition to any traditional “balance.” Traditional and Roth money must be kept separate in your account for tax purposes, but the two “pots” of money together make one TSP account balance. Any transactions you make —such as interfund transfers, contribution allocations, loans, beneficiary designations, and withdrawals—will apply in equal proportions to the Roth and traditional balances.

For example, you would not be able to make an interfund transfer and put all your Roth money in the G Fund and all your traditional money in the C Fund. To demonstrate: Suppose you have a \$100,000 TSP account balance and 10% of your account is Roth (\$10,000) and 90% is traditional (\$90,000). If you do an interfund transfer to put 10% of your account in the G Fund and 90% in the C Fund, here’s how it will be done:

Interfund Transfer: 10% G Fund, 90% C Fund			
\$10,000 Roth Balance		\$90,000 Traditional Balance	
\$1,000 ➤ G Fund	\$9,000 ➤ C Fund	\$9,000 ➤ G Fund	\$81,000 ➤ C Fund

**Roth TSP and Required Minimum Distributions (RMDs).** The year after you turn age 70½, the IRS requires you to begin receiving a minimum amount of money from your account (unless you are still working). This is your RMD, and it is calculated based on your account balance and IRS life expectancy tables. IRS requirements for RMDs apply to employer-sponsored retirement plans like the TSP with no exceptions; therefore, **RMDs will apply to Roth money in your TSP account**, even though they do not apply to Roth IRAs.

**Roth TSP and Roth IRAs.** Roth TSP contributions do not count toward the limits on Roth IRA contributions. This just means that if you are eligible to contribute to a Roth IRA, making Roth TSP contributions won’t lessen the amount that you can contribute to a Roth IRA. On the other hand, it’s possible that making Roth TSP contributions may make you ineligible for a Roth IRA. That’s because your Roth contributions are counted as part of your adjusted gross income (AGI), while your traditional pre-tax contributions are not. Your AGI will be higher if you make Roth contributions than it would be if you made traditional contributions of the same amount. This is just one of the factors you will need to keep in mind as you evaluate Roth TSP. 🧐

Rates of Return										
	L 2050	L 2040	L 2030	L 2020	L Income	G Fund	F Fund	C Fund	S Fund	I Fund
Monthly 2012										
Jan	4.87%	4.34%	3.77%	3.03%	1.18%	0.13%	0.88%	4.50%	7.59%	5.36%
Feb	3.99	3.54	3.10	2.53	0.98	0.12	0.05	4.34	3.99	5.14
Annual 2002 – 2011										
2002	–	–	–	–	–	5.00%	10.27%	– 22.05%	– 18.14%	– 15.98%
2003	–	–	–	–	–	4.11	4.11	28.54	42.92	37.94
2004	–	–	–	–	–	4.30	4.30	10.82	18.03	20.00
2005	–	–	–	–	–	4.49	2.40	4.96	10.45	13.63
2006	–	16.53	15.00	13.72	7.59	4.93	4.40	15.79	15.30	26.32
2007	–	7.36	7.14	6.87	5.56	4.87	7.09	5.54	5.49	11.43
2008	–	– 31.53	– 27.50	– 22.77	– 5.09	3.75	5.45	– 36.99	– 38.32	– 42.43
2009	–	25.19	22.48	19.14	8.57	2.97	5.99	26.68	34.85	30.04
2010	–	13.89	12.48	10.59	5.74	2.81	6.71	15.06	29.06	7.94
2011	–	– 0.96	– 0.31	0.41	2.23	2.45	7.89	2.11	– 3.38	– 11.81
<p>The returns for the TSP funds represent net earnings after deduction of administrative expenses and, in the cases of the F, C, S, I, and L Funds, after deduction of trading costs and investment management fees. Additional information about the TSP funds, the related indexes, and their respective 1-, 3-, 5-, and 10-year returns can be found in the TSP Fund Information sheets on the TSP website.</p> <p>The Lifecycle funds, which are invested in the individual TSP funds (G, F, C, S, and I)*, were implemented on August 1, 2005; therefore, the first annual returns are for 2006.</p> <p>* The Government Securities Investment (G) Fund; the Fixed Income Index Investment (F) Fund; the Common Stock Index Investment (C) Fund; the Small Capitalization Stock Index (S) Fund; the International Stock Index Investment (I) Fund</p>										





## ***Benefits Administration Letter***

Number 11 - 102

Date: February 22, 2011

### **Subject: Guidance on National Defense Authorization Act for Fiscal Year 2010 Provisions on Sick Leave for FERS Retirees**

**Purpose:** The purpose of this Benefits Administration Letter (BAL) is to provide guidance concerning the benefits under the Federal Employees Retirement System (FERS) that have been affected by section 1901 of the "National Defense Authorization Act for Fiscal Year 2010", Public Law 111-84, signed on October 28, 2009.

**Background:** Section 1901 of Public Law 111-84, added paragraph 5 U.S.C. § 8415(l)(2). That paragraph provides that any individual who separates for retirement, or dies while in active employment between the date of enactment (October 28, 2009) and December 31, 2013, will have added to his or her total creditable service for annuity computation purposes, "the applicable percentage of the days of unused sick leave to his credit under a formal leave system." The provisions of 5 U.S.C. § 8415(l)(2)(B)(i)-(ii) state that the "applicable percentage" of unused days of sick leave is 50% with respect to persons who separate or die in service between October 28, 2009, and December 31, 2013, and, 100% with respect to those persons who separate or die in service on or after January 1, 2014.

The question has arisen as to whether 50% of accumulated sick leave of an employee retiring under the Federal Employees Retirement System (FERS), between October 28, 2009, and December 31, 2013, remains available for recredit to the retiring employee in case of reemployment, pursuant to 5 C.F.R. § 630.502.

**Decision:** It is our conclusion that the 50% of unused sick leave of a FERS employee that is not part of the "applicable percentage" of sick leave that can be used for computation of a FERS annuity for an individual separating between October 28, 2009, and December 31, 2013, remains to that individual's credit under 5 C.F.R. § 630.502 for recredit in the instance of reemployment.

## **Guidance:**

### **For separations for retirement under FERS prior to October 28, 2009**

Only the amount of unused sick leave not used in the computation of a CSRS component will be available for recredit. If the separation occurred:

- Before the amendment of the regulations repealing the three-year restriction, then the unused sick leave would be deemed to have expired as of the lapse of the three-year period; or,
- On or after December 2, 1994, (the amendment of 5 C.F.R. § 630.502 repealing the three-year restriction), then the unused sick leave would remain available for recredit upon reemployment indefinitely.

### **For separations for retirement under FERS occurring between October 28, 2009, and December 31, 2013**

50% of the total unused sick leave not used in the computation of a CSRS component of an individual retiring under FERS shall be creditable for purposes of annuity computation. The remaining 50% of the total unused sick leave shall be treated as sick leave which can be recredited upon reemployment, and shall remain available for purposes of recredit on reemployment indefinitely.

### **For separations for retirement under FERS occurring on and after January 1, 2014**

100% of the hours of unused sick leave not used in the computation of a CSRS component shall be used for purposes of computation of the FERS annuity. None of the hours of unused sick leave at the time of separation shall be available for recredit, pursuant to 5 C.F.R. §§ 630.502 and 630.405, in the event of reemployment.

### **For all periods of time**

The amount of sick leave that is available for credit in the computation of a FERS annuity is considered used in the annuity computation, (even if the credit does not result in an additional month of service in the annuity computation), and may not be recredited upon reemployment under 5 C.F.R. § 630.502.

Agencies should identify any FERS employees who were initially retired on or after October 28, 2009, reemployed, and have subsequently retired again before the issuance of this BAL. This information should be provided to Michael Evans, [Michael.Evans@opm.gov](mailto:Michael.Evans@opm.gov), or Phil Gardner, [Philip.Gardner@opm.gov](mailto:Philip.Gardner@opm.gov).

William Zielinski  
Associate Director  
Retirement Services

**Retirement Services**  
*Quality Benefits for the Federal Family*



## ***Benefits Administration Letter***

Number 11 - 103

Date: February 25, 2011

### **Subject: Authority to Redeposit Refunds under the Federal Employees Retirement System (FERS)**

**Purpose:** The purpose of this Benefits Administration Letter (BAL) is to provide guidance on OPM's implementation of Section 1904 of the National Defense Authorization Act (NDAA) for Fiscal Year 2010, Public Law 111-84, enacted October 28, 2009, regarding FERS refund service. This BAL addresses the following:

- The provisions of section 1904 of the NDAA only apply to employees covered under FERS on or after October 28, 2009, and only affect annuity benefits based on a separation from FERS coverage on or after October 28, 2009.
- Employees covered by FERS on or after October 28, 2009, may repay (or redeposit) any FERS deductions previously refunded to them. They may also redeposit any CSRS deductions previously refunded to them that covered CSRS service that is credited under FERS rules.
- Payment of the FERS redeposit for FERS service covered by a refund of FERS deductions and CSRS service (that is credited under FERS rules) covered by a refund of CSRS deductions allows the refunded service to be creditable for determining an employee's retirement eligibility and for computing the amount of an employee's annuity.
- Payment **NOT** made of the FERS redeposit for FERS service covered by a refund of FERS deductions and CSRS service (that is credited under FERS rules) covered by a refund of CSRS deductions only allows the refunded service to be creditable for determining an employee's retirement eligibility but it is not creditable for computing the amount of an employee's annuity.
- Employees wanting to make a FERS redeposit may complete the current FERS Application to Make a Deposit, SF 3108. Employees must indicate on the application that the period of service was refunded and send the completed application through their agency for certification.
- Employees wanting to make a FERS redeposit for refunded service and a FERS deposit for non-covered service will be assigned two service credit account numbers and will receive two separate statements based on each service credit account calculation. (The two accounts will be set up based on one application – two applications are not necessary.)

## Background

Prior to enactment of the NDAA, FERS employees who separated from federal service and were paid a refund of their FERS retirement deductions permanently forfeited all retirement credit for the service covered by the refund. If the FERS refund included a refund of CSRS deductions covering CSRS service that became subject to FERS rules, employees permanently forfeited all retirement credit for that CSRS service as well. If that individual returned to work for the Government in a position covered under FERS, the employee could not repay (or redeposit) the refunded FERS and CSRS deductions. The service covered by the refunded deductions could not be used in determining when the employee would become eligible to retire and it could not be used in computing the amount of the employee's annuity.

(Employees who received a refund of CSRS deductions for service that would be credited under FERS rules before becoming subject to FERS could establish FERS credit for that refunded CSRS service upon returning to work under FERS by paying a FERS deposit for the service, generally equal to 1.3 percent of the basic pay received during that service, plus interest.)

## Section 1904 of NDAA – FERS Redeposits

Section 1904 of the NDAA now provides the authority for FERS employees who took a refund of their FERS deductions to make a redeposit of the amount refunded, plus interest. FERS employees who took a refund of CSRS deductions covering CSRS service that is credited under FERS rules may also make a redeposit for that service to re-establish full retirement credit for that service. The FERS redeposit for refunded CSRS service will be based on the appropriate percentage of the employee's basic pay that is required for credit under FERS as noted in the table below, plus interest. Interest for a FERS redeposit begins to accrue from the date the employee received the refund of the retirement deductions.

Redeposit for Refunded CSRS Service Subject to FERS Rules

Type of Service	Percentage of Basic Pay
Full-CSRS service	1.3%
CSRS Interim Service (FICA and CSRS coverage between January 1, 1984 and December 31, 1986)	1.3%
CSRS Offset Service (FICA and CSRS coverage after December 31, 1986)	Appropriate FERS deduction rate

The original FERS Act included provisions that allow FERS deposits for refunded CSRS service when an employee received a CSRS refund before becoming subject to FERS. Under those provisions, the refunded service was not creditable for any purpose unless

the deposit was paid, and the deposit equaled the appropriate percentage of basic pay (as described in the table above), plus interest. There were different rules regarding when interest commenced, but in most cases interest started to accrue as of the midpoint of the service period (rather than the date of the refund). With the passage of NDAA, the refunded CSRS service is creditable for retirement eligibility whether or not the FERS redeposit (or FERS deposit for refunded CSRS service) is paid. There are now two separate provisions that can be used to compute the amount an employee owes for the period of refunded CSRS service – the original FERS Act provisions and the NDAA FERS redeposit provisions. We will apply the calculation that is most advantageous to the employee. If an employee has already paid-in-full the deposit for refunded CSRS service, we will not recalculate the amount due under the FERS redeposit calculation. However, if the employee has not completed payments of the deposit for refunded CSRS service, we will recalculate the amount due under the FERS redeposit calculation to determine if that FERS redeposit amount is more advantageous to the employee.

The FERS redeposit provisions in section 1904 of the NDAA only apply to employees covered under FERS on or after October 28, 2009, and only affect annuities that are based on separations on or after October 28, 2009. The survivors of FERS employees who die on or after October 28, 2009, may also make a FERS redeposit for refunded service. Survivors will be advised of the effect of making the deposit on their survivor annuities and have the option of not making the deposit, paying by check, or by having the deposit withheld from the Basic Employee Death Benefit (BEDB).

If the FERS redeposit is made, the refunded FERS service is creditable in determining eligibility for retirement and survivor benefits, and can be used to compute the amount of the retirement and survivor annuity benefits including the FERS annuity supplement/supplementary amount. Redeposits (including interest) paid in full will be credited to the Civil Service Retirement and Disability Fund and will be part of the employee's lump sum credit. If the FERS redeposit is not made, the refunded service is creditable in determining eligibility for retirement and survivor benefits, but it cannot be used to compute the amount of the retirement and survivor annuity benefits.

Reemployed annuitants working under FERS on or after October 28, 2009, may pay a redeposit for refunded service not credited in their original retirement, but the redeposit will not have an effect on the original retirement. The redeposit would only affect credit for the refunded service if the reemployed annuitant works long enough to qualify for and receive a redetermined annuity that is based on a separation from reemployment on or after October 28, 2009. (A redetermined annuity is a new annuity that replaces the original annuity)

A paid in full military deposit that is refunded to an employee, as part of a refund will be included in the FERS redeposit computation. The refunded military service is not creditable under FERS unless the full redeposit is paid. (OPM cannot calculate a separate redeposit based solely on the military refund.) If the redeposit is not paid, the military service is not creditable for any purpose (not for retirement eligibility and not for annuity

computation) because the law requires the military service be paid for before it can be creditable under FERS.

If OPM refunded a partially paid military deposit, the part of the refund representing the partially paid military deposit will not be included in the FERS redeposit calculation. If the employee wants to pay for the military service, the employee will have to apply to the agency to pay the deposit in full.

Please note that the NDAA did not change the way non-covered civilian service (that is, Federal civilian service not subject to FERS or CSRS retirement deductions) is credited under FERS. Generally, FERS deposits may only be paid for non-covered service performed before 1989 (see Attachment 1, General FERS Service Credit Rules) and FERS deposits must be paid in full before that non-covered service can be credited under FERS. If the FERS deposit for non-covered service is not paid, the non-covered service is neither creditable for determining retirement eligibility nor for determining the amount of annuity benefit.

### **Guidance**

We are amending guidance in BAL 10-101 issued January 12, 2010, (<http://www.opm.gov/retire/pubs/bals/2010/10-101.pdf>) that stated that OPM will issue new regulations and revised forms prior to accepting FERS redeposit applications. Effective immediately, we are accepting the current FERS Application to Make a Deposit, SF 3108, from employees wanting to make a FERS redeposit. Employees must indicate on the application that the period of service was refunded and send the completed application through your agency for certification.

Please do not submit a payment with the application. OPM's financial policy requires all payments be sent to OPM's Funds Management office. If a payment is sent to OPM before the service credit account is established, Funds Management will not be able to identify where to apply the payment. As soon as the Service Credit office processes the application, a bill and instructions for making payments will be sent to the employee.

Mail the completed FERS application (SF 3108) to Office of Personnel Management, Retirement Operations Center, PO Box 45, Boyers, PA 16025, or fax it to 724-794-1351.

### ***Interest***

Interest is based on the same basic rules applicable to CSRS as described in 5 U.S.C. 8334 and 5 CFR 831.105. Interest will accrue annually on the outstanding portion of any amount that may be redeposited and is compounded annually, until the portion is deposited. The interest is computed from the date the refund was paid through December 31 of the year before the one in which the redeposit is paid in full.

Interest is charged at a variable rate determined annually by the Department of the Treasury. The variable rate for any year equals the overall average yield to the fund from retirement security during the preceding fiscal year.

The table below provides those rates:

Years	Percentage Rates	Years	Percentage Rates
2011	2.75%	1997	6.875%
2010	3.125%	1996	6.875%
2009	3.875%	1995	7%
2008	4.75%	1994	6.25%
2007	4.875%	1993	7.125%
2006	4.125%	1992	8.125%
2005	4.375%	1991	8.625%
2004	3.875%	1990	8.75%
2003	5%	1989	9.125%
2002	5.5%	1988	8.375%
2001	6.375%	1987	9%
2000	5.875%	1986	11.125%
1999	5.75%	1985	13%
1998	6.75 %	1948-1984	3%
		Before 1948	4%

Survivors of employees who died while still employed may also make this redeposit if the survivor is eligible for a survivor annuity. OPM will compute the redeposit amount during the survivor annuity process and give the survivor an opportunity to pay it. The unpaid refunded FERS service will be used to determine eligibility for a survivor annuity but the FERS redeposit must be paid to receive credit for the service in the survivor annuity computation.

### *Payments*

The redeposit may be made in one or more installments (minimum payment of \$50) but must be completed before final processing of the retirement or survivor benefit annuity. If the redeposit is not paid in full, we will refund any partially paid redeposit and credit will not be given for the period of FERS refunded service in the annuity computation. **The NDAA does not allow credit for refunded service with an actuarial reduction.**

Once a redeposit is made, employees may not withdraw the redeposit unless they become eligible for and obtain a refund of all their FERS retirement deductions or they retire and are eligible to choose an alternative annuity and lump sum payment of their retirement deductions.

If a complete redeposit is not made before retirement, OPM will compute the amount owed and send a letter with the election to make a lump sum payment for the balance. The payment must be made within 30 days of receiving notification of the amount due and before final processing of the retirement benefits. If the annuitant or survivor elects not to pay in full, OPM will refund the partial payment when the retirement or survivor annuity is finalized.

General FERS Service Credit eligibility rules for paying a civilian deposit/redeposit can be found in Attachment 1.

Currently, our Service Credit System is set up to compute five different categories of service in the following order of precedence.

1. FERS Service
  - a. Deposits for non-covered service
  - b. Redeposits for FERS refunded service
2. Post 10/01/1982 CSRS Redeposit Service
3. Pre 10/01/1982 CSRS Redeposit Service
4. Post 10/01/1982 CSRS Deposit Service
5. Pre 10/01/1982 CSRS Deposit Service

For FERS service, our system can only calculate one type of service credit payment at a time – either a deposit for non-covered service or a redeposit for refunded service. If an employee wishes to pay both a FERS deposit and a FERS redeposit, we will need to establish two service credit accounts so that the amounts due can be computed for the deposit and redeposit separately. We will assign two service credit accounts using the single application received. Two applications are not necessary. The employee will receive two separate statements based on each service credit account calculation. Two separate checks must be sent showing each account number on the check to properly apply the payment to the correct account.

William Zielinski  
Associate Director  
Retirement Services



Attachment 1:

### **General FERS Service Credit Rules**

*You **can** pay a civilian deposit/redeposit for:*

- Any period of creditable service performed before 1989 during which retirement deductions were not withheld from your pay
- Any period of civilian service during which CSRS deductions were withheld from your pay and were then refunded to you based on an application you filed before you became covered by FERS, if the service will not be credited under CSRS rules.
- Certain periods of civilian service performed under other retirement systems for Federal employees (that is, other than CSRS or FERS)
- Any period of Peace Corps or VISTA volunteer service (excluding training time) regardless of when the service was performed provided that it was followed by a period of creditable FERS covered service
- If you were employed under FERS on or after October 28, 2009, you can pay a civilian redeposit for any period of service under FERS for which you received a refund of your retirement deductions

*You **cannot** pay a civilian deposit/redeposit for:*

- Any period of service under FERS for which you received a refund of your retirement deductions based on an application you filed after you had been covered by FERS, if you were not employed under FERS on or after October 28, 2009
- Temporary or intermittent service, which you performed after 1988, unless a deposit is allowed by a special provision of law. Temporary service means an appointment, which is limited to one year or less. Intermittent service means an appointment with no scheduled tour of duty
- Any other service which is not creditable under FERS
- Periods of leave without pay (If you perform honorable active duty military service during a period of leave without pay from a Federal civilian position, you may pay a military deposit to your employing agency for that military service before you separate from Federal civilian service. See your agency's Human Resource or Benefits staff for more information on how periods of military service performed during leave without pay from Federal civilian service is credited under FERS.)
- Time covered by a lump sum leave payment



## ***Benefits Administration Letter***

**Number: 11-304**

**Date: June 2011**

### ***Subject: Changes to FERS Contribution Rates for Fiscal Year 2012***

At its 2010 meeting, the Board of Actuaries of the Civil Service Retirement System recommended revised economic assumptions for use in actuarial valuations of CSRS and FERS. These new normal cost percentages will increase the employer contributions that agencies pay for FERS employees.

While agency payments under CSRS are not affected by the CSRS normal cost percentages for the vast majority of agencies, the CSRS normal cost percentages are used to determine the dynamic actuarial liabilities which are included in Governmental financial statements. The Fiscal Year 2011 Factors for Calculating Imputed Costs Benefits Administration Letter, to be published in August, 2011 will provide the cost factors agencies should use for reporting actuarial liabilities in their Agency Financial Reports.

New employer contribution rates will become effective with the first pay period beginning on or after October 1, 2011.

The following table summarizes changes to FERS contribution rates:

Category	FERS Agency Contribution Rate (%)		
	CPDF Code	Current	10/2011
Regular	K	11.7	11.9
Law Enforcement Officer	M	25.7	26.3
Air Traffic Controller	L	25.5	26.0
Military Reserve Technician	N	14.5	14.9
Employees under section 303 of the CIA Act of 1964 for certain employees (when serving abroad)	NONE	16.8	17.2
Member of Congress	NONE	17.9	18.3
Congressional Employee	NONE	16.4	16.7

If you have any questions about this letter, feel free to email us at [finance@opm.gov](mailto:finance@opm.gov). You may also call us at 202-606-0606.

Emily Dean,  
Associate Chief Financial Officer,  
Financial Services



# BENEFACTS

A NEWSLETTER PUBLISHED BY THE BENEFITS AND ENTITLEMENTS BRANCH,  
HUMAN RESOURCES OPERATIONAL PROGRAMS AND ADVISORY SERVICES  
DIRECTORATE

Volume 6

Edition 2

Mar/Apr

2012

**DCPAS/HROPAS**  
Benefits and  
Entitlements Branch  
1400 Key Boulevard  
Arlington, VA 22209  
Tel: 703-696-6301  
DSN: 426-6301

Federal Employees to Face Hike in FERS Contributions	1
Changes due to the end of Contingency in Iraq	1
Updates on BAL's/Policy/Regulation	2
Extended benefits of reduced TCC Continues for DoD Employees	3
Revised the Standard Form SF2818	3
Tools You Can Use - Working the death of a family (spouse or child) member	4
Did You Know	4
3 Interesting Questions	5
VERA/VSIP Briefings	5
What's Going On In Your Neighborhood	6

## Federal Employees to Face Hike in FERS Contributions

Due to the recent passage of the Middle Class Tax Relief and Job Creation Act of 2012 (H.R. 3630), which became Public Law 112-96, new Federal employees hired after December 31, 2012, as well as current employees not covered by FERS or performing work creditable towards FERS and who have less than five years of creditable civilian service by that date. FERS, which is often referred to as the "new system", is the retirement system for Federal employees that became effective January 1, 1987 and it provides benefits from three different sources: a *Basic Benefit Plan*, *Social Security*, and the *Thrift Savings Plan (TSP)*. FERS is a defined benefit plan that will provide a lifetime annuity to eligible employees and their survivors based on years of creditable service and high-3 average salary to employees who are vested in the system by having at least five years of creditable civilian service. Eligible employees contribute a part of their salary to this system in addition to the contributions that the Federal agency they are working for contributes to the system.

President Obama signed this bill on February 23, 2012 to extend the payroll tax holiday to December 31, 2012. This will enable Federal and private workers covered by social security to continue to pay reduced social security benefits through December 31, 2012.

Federal employees who are affected by this new law will see a 2.3% increase in their employee contributions to the FERS system which essentially places more of the responsibility of funding FERS pension on the employee. Currently employees are paying 0.8 percent of their salary toward FERS and now employees who are affected by the new law will pay 3.1 percent of their salary towards FERS. Congressional employees as well as employees who are covered under the Foreign Service Pension System (FSPS) are also affected by this new law. This new law is one of several congressional proposals to make the federal pension a more employee funded system.

Even though the law may not affect all FERS employees, this will definitely be a good time for employees to start looking ahead towards retirement. The employees who will be affected by this new law will have to allocate more money towards their FERS contributions than in the past so there will definitely have to be some budgeting on the part of the employee. When major changes like this occur there are sure to be many questions, as employees may be uncertain about what to expect in the future. Employees are encouraged to contact their personnel or benefits office for more information regarding retirement.

## Changes due to the end of Contingency in Iraq

Due to contingency operations in Iraq ending on December 31, 2011, so has the termination of the special Federal Employees Group Life Insurance (FEGLI) Election opportunities. The election opportunities for those deployed to Iraq and subject to the Duncan Hunter National Defense Authorization Act were in effect since October 14, 2008 per BAL 08-204.

The Duncan National Defense Authorization Act had given election opportunities for FEGLI to those employees that were deployed in support of contingency operations as defined by section 101(a)(13) of title 10 to Iraq.

Therefore, with the ending of this contingency operation, the FEGLI Program election opportunities provided under section 1103 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, no longer applies to employees who receive a notice of deployment to Iraq and/or make an election on or after January 1, 2012. Please refer to BAL 12-201.

*Do you have  
comments,  
questions or  
suggestions?*

*Please contact the  
Benefits and  
Entitlements  
Branch at  
[benefits@cpms.osd](mailto:benefits@cpms.osd)*

*[.mil](mailto:benefits@cpms.osd) or you may  
call us at DSN  
426-6301, or  
703-696-6301 and  
press "1" for  
Benefits.*



### Updates on BAL's/Policy/Regulation

The coming of each New Year can bring many things, from newly realized dieting plans, possibly an updated calendar for your refrigerator and as always, annual changes to Federal employees benefit plans. On Tuesday, January 25, 2012, The Office of Personnel Management (OPM) issued Benefits Administration Letter (BAL) 12-101.

The purpose of the BAL is to provide information on annual changes to benefits. Some of the topics covered are: Cost of Living Adjustments, Increase in Children's Benefits, Interest Rates for Service Credit Payments, Refunds, Voluntary Contributions, Present Value Factors, significant Social Security Figures, and Thrift Savings Plan (TSP) Deferral Limit.

For retirees receiving monthly annuity payments from the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS), they received a COLA effective December 1, 2011. Since there are two separate retirement systems, there are two separate COLA amounts. The calculated increase is 3.6% for CSRS and 2.6% for FERS annuitants. In order to receive the full COLA, a retiree's annuity had to begin no later than December 31, 2010. Retirees whose annuities began between January 1, 2011 and November 30, 2011, will receive a prorated COLA. They will receive one-twelfth of the applicable increase for each month they received an annuity.

Another area seeing an increase was in the computation of child (ren) benefits. When the child has a living parent who was married to a Federal employee or retiree, the benefit payable to that child is the lesser of:

\$486 per month per child; or  
\$1,460 per month divided by the number of eligible children (if over 3).

When the child has no living parent who was married to a Federal employee or retiree, the benefit payable to that child is the lesser of:

\$584 per month per child; or  
\$1,752 per month divided by the number of eligible children.

Along with an increase in monthly benefits, there was an increase in the Basic Employee Death Benefit computation for FERS employees that die in service. This benefit is an amount equal to 50 percent of the employee's final annual pay (or high-3 average pay if higher), plus \$15,000, adjusted for COLAs under CSRS rules. For deaths that occur on or after December 1, 2011, and before December 1, 2012, the \$15,000 plus COLA is now, \$30,792.98. The FERS death benefit is payable to a surviving or former spouse.

The interest rate for 2012 service credit payments, refunds, and Voluntary Retirement Contribution will be applied to both CSRS and FERS at 2.25%. The BAL also explains the adjustments to present value factors, revised on October 1, 2011. The new factors can be found in the June 3, 2011 Federal Register, Volume 76, Number 107. CSRS factors can be accessed at (<http://www.gpo.gov/fdsys/pkg/FR-2011-06-03/pdf/2011-13708.pdf>) and FERS factors can be accessed at (<http://www.gpo.gov/fdsys/pkg/FR-2011-06-03/pdf/2011-13707.pdf>). OPM uses the present value factors to compute reductions to:

- 1) Alternative Forms of Annuity;
- 2) CSRS and FERS benefits with a CSRS component when the retiree elects to credit refunded service that ended before March 1, 1991, without paying the deposit owed for the service.
- 3) CSRS and FERS benefits when the retiree marries after retiring and elects to provide a survivor annuity benefit;
- 4) Retiree's benefits when the retiree elects to credit Nonappropriated Fund Instrumentality (NAF) service for retirement purposes under Public Law 104-106 or Public Law 107-107; and,
- 5) Retirement benefits for individuals with certain types of retirement coverage errors under the provisions of the Federal Erroneous Retirement Coverage Correction Act.

**Continued on p.3, col. 1**

**BE**

Knowledgeable

**BE**

Informed

**BE**

Reliable

**B**enefits

&amp;

**E**ntitlements**Working****to****Serve****You!****Continued from p.2, col. 2**

Along with changes to benefits typically associated with strictly Federal employment, significant social security figures were also adjusted for 2012. The new maximum taxable wage for 2012 will be \$110,100. The Bend Point used in computing social security benefits for workers who become eligible for benefits in 2012, and in the formula for computing maximum individual benefits for 2012, will be \$767 and \$4,624. The social security earnings limitation is also being adjusted to \$14,640. This is of particular importance to any FERS annuitant who is receiving a FERS annuity supplement. Those individuals going over the limit will have his or her annuity supplement offset in 2012 by \$1.00 for every \$2.00 over this amount earned in 2012.

Lastly, the TSP Deferral Limit for tax year 2012 was increased to \$17,000. The term "elective deferrals" means the maximum amount that an employee can contribute to his or her thrift savings account(s). Participants that are age 50 or older can also make additional tax-deferred "catch-up" contributions up to \$5,500.

If you would like more information on this or any of the 2012 Benefits Administration Letters, please email us at, [benefits@cpms.osd.mil](mailto:benefits@cpms.osd.mil). The Office of Personnel Management posts all Benefits Administration Letters at: [www.opm.gov/retire/pubs/bals/index.asp](http://www.opm.gov/retire/pubs/bals/index.asp)

**Extended benefits of reduced TCC Continues for DoD Employees**

President Obama signed the statutory authority that continues to extend reduced TCC benefits for those employees that were involuntarily separated due to RIF or those that voluntarily separated from a Surplus Position thru February 1, 2017.

The provision limits the former employee's liability payment by requiring the DoD to pay the agency's portion of contributions as well as the administrative costs during the 18 months of TCC.

The former employee will incur only the employee contribution portion of the TCC payment.

***Remarks for SF 2809 TCC enrollments:*****For a DoD TCC Enrollment due to a RIF or Resignation after Receipt of a RIF Notice**

Self, DoD-RIF, Involuntary Separation, P.L. 112-81, 5 U.S.C. 8905a (d)(4)(B); Separation date: (enter date); Last day of pay period: (enter date); Agency Code: (enter four digit code); Appropriations code: (enter nine-digit code, see block 36, SF-50, Notification of Personnel Action or contact your budget office.)

**For a DoD TCC Enrollment Due to a Separation from a Surplus Position**

Self, DoD-RIF, Voluntary Separation from a Surplus Position, P.L. 112-81, 5 U.S.C. 8905a (d)(4)(A)(B); Separation date: (enter date); Last day of pay period: (enter date); Agency Code: (enter four-digit code); Appropriation code: (enter nine-digit code, see block 36, SF-50 Notification of Personnel Action or contact your budget office).

**Revised the Standard Form SF2818**

The Office of Personnel Management has revised the Standard Form SF2818. This revision should assist in reducing the number of errors identified in the Retirement Errors report from OPM. Previously the form had four signature lines. Frequently a signature line was not signed by the employee, and therefore was reported as an error by OPM. The revised form now has only one employee signature line requirement.

Please review the completed form to ensure that all sections of the SF 2818 are marked appropriately for each type of insurance, and signed by the employee prior to submission of completed retirement packages. Proper completion of the SF 2818 can significantly reduce the processing of the retirement package.

The link to the SF 2818 revised form is [http://www.opm.gov/forms/pdf\\_fill/sf2818.pdf](http://www.opm.gov/forms/pdf_fill/sf2818.pdf)





***"What is the Thrift Savings Plan- Service Computation Date (TSP-SCD) used for and what is the earliest date that can be assigned?"***

***Answer: The TSP- SCD is a data element that is a date, either actual or reconstructed, that reflects all service that counts for TSP vesting, or service requirement and, the earliest acceptable date for TSP- SCD is January 1, 1984.***

***Ref: Thrift Savings Bulletin, 97- 30 of August 19, 1997***

### **Tools You Can Use - Working the death of a family (spouse or child) member**

The stress in filing death claims is never easy. The Benefits Specialist puts on another hat of the many they wear and now becomes an advocate for the employee by reviewing all benefits in order to assist the employee during an extremely troubling time in his or her life. The employee has so much on his or her mind during this time of loss and confusion that he or she is truly relying on the Benefits Specialist to look out for him or her by making him or her aware of changes that can be considered to prevent him or her from hitting pitfalls concerning employee benefits. Below are some items to review and to discuss with the employee regarding his or her Federal benefits when he or she has experienced the death of a spouse or a child.

- 1) Locate the most recent SF 2817 in the OPF, and verify that the FEGLI code reflects the same code on the SF50 for the most recent FEGLI election or change in coverage.
- 2) Verify the FEGLI Code reflected on the SF 50 matches the FEGLI code entered for deductions from the employee's LES.
- 3) If the employee had Option C (family coverage), complete the Form FE-6-DEP, and assist the employee in completing his or her portion. Send the completed form with an original death certificate to OFEGLI at the address listed on the FE-6-DEP.
- 4) Due to the loss of a spouse or child, the employee may need to review and update his or her benefits forms (See list below). Explain the benefits and various forms with the employee in the event that the deceased family member was the only eligible family member remaining covered or listed as a beneficiary.
  - a) If an employee has FEHB family coverage and, he or she no longer has a living eligible family member on the plan, the employee will need to change his or her plan election to a FEHB Self Only by completing a SF 2809.
  - b) If the employee has Self + 1 Dental and/or Vision Insurance, in which the deceased family member was covered, the employee will need to contact FEDVIP in order to change the plan(s) to a Self-Only policy.
  - c) If the employee has FEGLI Option C family coverage, and he or she no longer has an eligible family member living to be covered, the employee will need to update and complete a SF 2817 to drop the Option C family coverage.
  - d) To close a Long Term Care Insurance policy on the deceased family member, the employee will need to contact Long Term Care Insurance directly.
  - e) Provide the employee with the employee's copy of his or her current beneficiary forms on file so he or she may review them. Provide the employee with the following blank beneficiary forms to enable him or her to update them:
    - SF 1152 Unpaid Compensation
    - SF 2823 FEGLI Beneficiary
    - SF 2808 CSRS Beneficiary – this completed form is not filed in the OPF, the original must be sent to the OPM address on the form
    - SF 3102 FERS Beneficiary
    - TSP 3 TSP Beneficiary – the employee will need to mail the completed form directly to TSP
- 5) Other information or changes an employee may wish to consider:
  - a) The employee may wish to change his or her W-4 Income Tax Withholdings form, if desired.
  - b) The employee will need to notify the Social Security Administration directly of the spouse's or child's death. If the death is a spouse, the employee will file for Social Security Death Benefit (\$255), and will file for Social Security Survivor Benefit three months prior to his or her 60th Birthday.

### Three Interesting Questions

1. How long does a Non Appropriated Fund (NAF) employee have to make a retirement coverage election when he or she transfers to an agency?

**Answer:** The employee has 30 days to make a retirement coverage election.

**Reference:** Portability of Benefits, Public Law 107-107

2. If an employee or covered family member is enrolled in FEHB HMO, and becomes employed outside the geographic area from which the FEHB carrier accepts enrollments change his or her health plan?

**Answer:** Yes, because this event is a Qualifying Life Event (QI).

**Reference:** FEHB Handbook, Table of Permissible QLE

3. When is a grandchild eligible for Federal Employees Health Benefits (FEHB)?

**Answer:** A grandchild can qualify for FEHB coverage, if s/he meets all the requirements for a foster child.

**Reference:** FEHB Program Handbook, Family Members, Grandchildren

### Voluntary Early Retirement Authority and Voluntary Separation Incentive Payment (VERA/VSIP) Briefings

In an effort to comply with budget decreases many agencies are faced with the requirement to decrease staff and consolidate positions resulting in offering of VERA/VSIP to eligible staff members. The benefits and entitlements (B&E) team was pleased to provide assistance to National Geospatial-Intelligence Agency (NGA) and Joint Base Andrews Air Force Base during the past few months as they prepared employees considering the VERA/VSIP.

The B&E team assisted these agencies by providing briefings to over 400 individuals on VERA/VSIP, retirement benefits, and aspects of financial fitness. Following the briefings, one-on-one pre-scheduled counseling sessions were held to review individual estimates, answer questions, and discuss various aspects for employees to consider regarding the latest changes that occurred with Federal Employees Group Life Insurance options during retirement, Windfall Elimination Provisions for CSRS individuals, FERS Annuity Supplement, and much more.

The B&E team is comprised of advisors with a wide range of expertise in the areas of Federal employee benefits. The B&E team provides technical advice, guidance, and training to Human Resources Specialists throughout the Department of Defense (DoD) and recently expanded to non-DoD agencies in the areas of benefits and entitlements. Contact the B&E Team at [benefits@cpms.osd.mil](mailto:benefits@cpms.osd.mil) for assistance or to request training at your location.

## What's Going On In Your Neighborhood?



*To register for  
Upcoming  
Courses Offered  
at our Arlington,  
VA Location,  
visit our **FAS  
Training** page*

[http://www.cpms  
.osd.mil/forms/fa  
s/trainings/traini  
ngs.aspx](http://www.cpms.osd.mil/forms/fas/trainings/trainings.aspx)

*and*

*choose your  
preferred course*



### Welcome to Denise Andriola

Denise Andriola joined the DCPAS, B&E team in November 2011. Prior to coming to B&E, Denise worked as a Retirement and Benefits Counselor for the Department of Interior's U.S. Geological Survey, the Department of Veterans Affairs, and the Department of Homeland Security's Emergency Operations Center at Mount Weather. Denise was first hired as a Federal Employee by FEMA in support of disaster hiring after Hurricane Katrina. She has a number of years of Human Resources and Benefits experience in the private sector.

### TSP Returns

End of March 2012		
FUND	CLOSE	YTD
G	<b>13.8727</b>	<b>0.39%</b>
F	<b>15.4004</b>	<b>0.32%</b>
C	<b>17.4921</b>	<b>12.63%</b>
S	<b>23.4924</b>	<b>14.45%</b>
I	<b>19.5714</b>	<b>10.91%</b>
L 2050	<b>10.6852</b>	<b>11.08%</b>
L 2040	<b>19.3733</b>	<b>9.85%</b>
L 2030	<b>18.8250</b>	<b>8.58%</b>
L 2020	<b>18.1910</b>	<b>6.93%</b>
L Income	<b>15.4127</b>	<b>2.72%</b>



**In the next edition  
of the  
BENEFACTS newsletter!**

- **Roth TSP**
- **Tricare and FEHB**
- **Military Deposits**



United States  
Office of Personnel Management  
Retirement Operations Center  
Boyers, Pennsylvania 16017

## Estimated Earnings During Military Service

**Instructions:** Use a separate RI 20-97 for each branch of service. Attach DD 214 or the equivalent and any available records of pay or promotions. The pay center cannot provide estimated earnings without verification of service. The requester must complete blocks 1 through 10 and block 19. Visit the Defense Finance and Accounting Service website for additional information: [www.dfas.mil](http://www.dfas.mil).

1. Name (Last, first, middle)	
2. Other names used	
3. Social Security Number	4. Date of birth (mm/dd/yyyy)
5. All military service numbers	
6. Branch of service	

The uniformed services must provide Federal employees' estimated basic pay for military service they performed after December 31, 1956. This is needed to make a deposit to the Civil Service Retirement and Disability Fund for retirement credit. Please provide the estimated basic pay earned by the person named above.

7. Signature of requester				8. Relationship to person named <input type="checkbox"/> Person named is requester <input type="checkbox"/> Survivor <input type="checkbox"/> Other (specify):		9. Date	
10. Active military service after December 31, 1956 (Dates indicated below must be based on DD 214 or equivalent certification.)		11. Authorized Official of Retired Pay Center completes blocks 11 through 18.  <b>Estimated Earnings (Base Pay)</b> Do not provide estimated earnings for any period of service prior to January 1, 1957.					
From (mm/dd/yyyy)	To (mm/dd/yyyy)	From (mm/dd/yyyy)	To (mm/dd/yyyy)	Rate of Basic Pay	Earnings	Type of Discharge	
12. If period of service began before and ended after December 31, 1956, enter date service actually began. (mm/dd/yyyy)		13. Lost time <input type="checkbox"/> None <input type="checkbox"/> Number of days _____ <input type="checkbox"/> Inclusive dates					
		From (mm/dd/yyyy)	To (mm/dd/yyyy)	From (mm/dd/yyyy)	To (mm/dd/yyyy)		
14. Signature of authorized official furnishing estimate				15. Date		16. Telephone number (including area code) (    )	
17. Typed name of authorized official				18. Title of authorized official			

19. Requester's name and address (Return this completed form to address below)

.....  
 .....  
 .....

Send the request for Estimated Earnings During Military Service to the appropriate address below.  
Requests generally take up to 8 weeks to process. Please ensure the DD 214 is attached to your RI 20-97.

**ARMY**

DFAS-Indianapolis Center  
Army Military Pay Operations  
Attn: Verifications Section (Estimated Earnings)  
8899 East 56th Street  
Indianapolis IN 46249-0865  
Phone: (317) 510-2813  
Fax: (317) 275-0123

**Navy**

DFAS-Cleveland Center  
Attn.: DFAS-CL/JFLAGB  
1240 East 9th Street  
Cleveland, OH 44199-2005  
**Phone:** 1-888-332-7411  
**Fax:** (216) 367-3587 DSN: 580-5060  
E-mail: [CCL-CATCH-62@DFAS.MIL](mailto:CCL-CATCH-62@DFAS.MIL)

**Marines Corps**

DFAS-Cleveland Center  
Attn.: DFAS-CL/JFLAGB  
1240 East 9th Street  
Cleveland, OH 44199-2005  
**Phone:** (216) 522-8762 (USMC) Select option #6 OR  
DSN: 580-762  
**Fax:** (216) 367-3587 DSN: 580-5060  
E-mail [CCL-CATCH-62@DFAS.MIL](mailto:CCL-CATCH-62@DFAS.MIL)

**National Oceanic and  
Atmospheric Administration**

NOAA Commissioned Personnel Center  
1315 East-West Highway Rm. 12100  
Silver Spring MD 20910-3282

**Coast Guard Pay and  
Personnel Center**

Coast Guard Pay and Personnel Center  
444 Southeast Quincy Street  
Topeka KS 66683-3591  
**Phone:** (785) 357-3570  
**Fax:** (785) 295-2544


**Public Health Service**

Division of Commissioned Personnel  
Compensation Branch  
Parklawn Building Rm. 4-50  
5600 Fisher's Lane  
Rockville MD 20857  
**Phone:** (301) 594-2963  
**Fax:** (301)-443-0064

**Air Force**

DFAS-Indianapolis Center  
Attn: Verifications Section (Estimated Earnings)  
8899 East 56th Street  
Indianapolis IN 46249-0875  
**Phone:** (317) 510-2813  
**Fax:** (317) 275-0123

UNCLASSIFIED//FOUO



# Performance Management

*Technician Personnel Management Refresher Course*

1

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



TPR 430  
National Guard Technician  
Performance Appraisal Program

*“Five Rating Level Evaluation Method”*

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



## Overview

- Performance Appraisal Program – The “Five Rating Level Evaluation Method”
- Performance Appraisal Process
- What Changes
- What Does Not Change
- Responsibilities – Employee, Supervisor, Managers
- Required Work Force Training
- Writing Effective Critical Elements

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



TPR 430, Performance Management

---

- Prescribes a Five Rating Level Evaluation Method
- Clarifies the procedures, and requirements for documentation of the Performance Appraisal system
- \*Prescribes the use of the NGB Form 430, Performance Appraisal, to be used with MyBiz & MyWorkplace

UNCLASSIFIED//FOUO

---

---

---

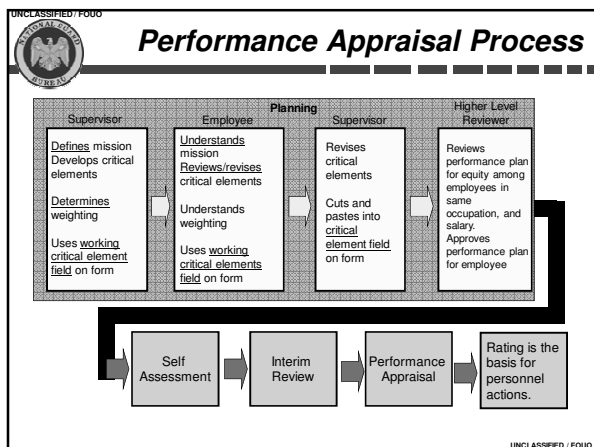
---

---

---

---

---




---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



Employee's Responsibilities

---

**Employees are encouraged to:**

- Participate in the development of critical elements
- Identify and record their accomplishments
- Participate in interim reviews and the end-of-year assessments, including the self-assessment
- Understand the link between their performance expectations, conduct, and organization mission and goals

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


### Rater's Responsibilities

- Ensure employees attend performance management training
- Develop critical elements aligned to mission goals and objectives
- Communicate performance expectations to employees and hold them accountable for achieving them
- Provide employee feedback—at least one interim review
- Foster and reward excellent performance
- Address poor performance
- Make meaningful performance distinctions among employees

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


### Higher Level Reviewer Responsibilities

- Be involved in the performance management process throughout the rating period
- Ensure organizational goals are communicated to subordinate supervisors and employees
- Ensure equitable and consistent application of, and compliance with, performance management requirements by all subordinate raters

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


### Required Workforce Training

- **Writing Effective Self Assessments**
  - What is a Self Assessment?
  - Writing the Self Assessment in the STAR Format
  - Characteristics of Significant Accomplishments
  - Helpful Hints - Things to Do
  - Helpful Hints - Things Not to Do

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


## Required Workforce Training

- Writing Effective Critical Elements**
  - Performance Appraisal Process
  - Role of the Employee/Supervisor
  - Critical Elements: Written in either the SMART or MARST Formats
  - Write a Critical Element for an Employee

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


## Writing Effective Critical Elements using the SMART format

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---

UNCLASSIFIED//FOUO


## Requirements for Critical Elements

- Critical elements must be linked to the mission
- Minimum of 2 critical elements; key responsibilities must be captured as critical elements to define performance expectations
- Mandatory Supervisory Critical Element
- Critical elements must be in either the SMART or MARST format
- Critical elements may be weighted

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

## Develop Critical Elements for an Employee Using the SMART Format

- SMART** is a framework for developing (and evaluating) Critical Elements
 

Specific

Measurable

Aligned

Realistic/Relevant

Timed

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

## Critical Elements Are Specific

- Define an observable action or achievement
- Link to a level of performance, frequency, percentage, or other number
- Are specific regarding the description of the result (not the activities to achieve that result)

S

M

A

R

T

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

## Example: “Specific” Critical Element

Provides accurate and timely advice and guidance on an “as needed basis” to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, for more complex situations an initial response should be given in 5 – 7 business days and updated until resolved. Provides responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Critical Elements are “Measurable”

- Provide a method to allow tracking, recording, and validation of quality of a specific behavior, action, or outcome
- Define:
  - Quantity (how many)
  - Time (how long)
  - Quality (how good)
  - Resources (how much)

S

M

A

R

T

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Example: “Measurable” Critical Element

- Provides *accurate and timely advice* and guidance on an “as needed basis” to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries *in 5 – 7 business days*, for more complex situations an initial response should be given *in 5 – 7 business days and updated until resolved*. Provides responses to questions and inquiries covering a variety of policies and directives that require the *correct application of accounting principals, theories, concepts and practices* to financial processes to produce *accurate results and meet legal requirements*.

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Critical Elements Are Aligned

- Line of sight is drawn between the employee’s work, unit’s goal, and the organization’s mission
- Critical Elements ensure all are working toward shared goals
- All critical elements in the organization pull in the same direction
- Managers/supervisors need understanding of their own goals, objectives and critical elements before they can work with their employees to establish theirs

S

M

A

R

T

UNCLASSIFIED//FOUO

---

---

---

---

---

---

---

---



**Aligned Critical Element**

NGS Financial Management Mission Statement

ARNG/G8 or ANG/FM Mission

(State NG) G8 or FM Vision/Mission

Relevant Team Mission Alignment

Provides accurate and timely advice and guidance on an "as needed basis" to headquarter staff and managerial accountants in the field – resolving normal issues/inquiries in less than 7 business days, for more complex situations an initial response should be given within 7 business days and updated until resolved. Provides responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

---

---

---

---

---

---

---

---

**Critical Elements Are Realistic/Relevant**

- Realistic: Goals and objectives achievable with the resources and personnel available, and within the available time
- Relevant: Goals and objectives are important to the employee & organization
- Responsibility must be appropriate to employee's grade

S

M

A

R

T

---

---

---

---

---

---

---

---

**Realistic/Relevant Examples**

- GS07** – Under limited supervision provides accurate and timely advice and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days. Prepares responses for supervisor's review, to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.
- GS11** – Provides accurate and timely advice and guidance on an "as needed basis" to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, for more complex situations an initial response should be given in 5 – 7 business days and updated until resolved. Independently prepares responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Critical Elements Are Timed

- Established start and/or end dates are defined
- Specific dates (e.g., March 15) are preferred over relative descriptions of time (e.g., 6 months)
- Milestones can be included

Examples:

- Specific Time – by December 10
- Relative to another event – 6 months after...
- Recurring – quarterly, bi-weekly

S

M

A

R

T

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Timed Example

- Provides accurate and timely advice and guidance on an “as needed basis” to headquarters staff and managerial accountants in the field – resolving normal issues/inquiries in 5 – 7 business days, for more complex situations an initial response should be given in 5 – 7 business days and updated until resolved. Provides responses to questions and inquiries covering a variety of policies and directives that require the correct application of accounting principals, theories, concepts and practices to financial processes to produce accurate results and meet legal requirements.

UNCLASSIFIED//FOUO

---

---

---


---

---

---

---

---



UNCLASSIFIED//FOUO

Example - SMART Critical Elements

- Complete the installation of 150 new computers in the JFHQ, by the second week of September.
- Provide a monthly progress report, with information on completed work and anticipated obstacles, in the last week of each month.
- Ensure that the DA Form 2062 issuing the new computer to the PC user is signed by the user and forwarded to the Property Book Officer in 2-3 workdays of signature.

UNCLASSIFIED//FOUO

---

---

---

---

---

---

---

---

## Weighting Critical Elements

- Each critical element may be weighted to indicate importance and effort
- Weighting is entered as a percentage in increments of 5%
- At the end of the performance cycle, the percentages are multiplied to the individual objectives' rating to produce the overall performance rating
- If values aren't entered, all critical elements are weighted equally

- Critical Element 1 — 35%
- Critical Element 2 — 20%
- Critical Element 3 — 15%
- Critical Element 4 — 15%
- Critical Element 5 — 15%

Total Weighting = 100%

---

---

---

---

---

---

---

---

## Weighted Critical Elements

	Employee 1 rating for each CE	Employee 2 rating for each CE	Weight	Employee 2 Rating after weighted.
<b>Ex1</b>	<b>Rating</b>	<b>Rating</b>	<b>Weight</b>	<b>Adj. Rating</b>
1	3	3	10.00%	0.30
2	3	3	25.00%	0.75
3	3	3	65.00%	1.95
	3.00		100.00%	3.00
<b>Ex2</b>	<b>Rating</b>	<b>Rating</b>	<b>Weight</b>	<b>Adj. Rating</b>
1	4	4	10%	0.40
2	2	2	25%	0.50
3	5	5	65%	3.25
	3.67		100%	4.15
<b>Ex3</b>	<b>Rating</b>	<b>Rating</b>	<b>Weight</b>	<b>Adj. Rating</b>
1	4	4	10%	0.40
2	4	4	25%	1.00
3	2	2	65%	1.30
	3.33		100%	2.70
<b>Ex4</b>	<b>Rating</b>	<b>Rating</b>	<b>Weight</b>	<b>Adj. Rating</b>
1	3	3	10%	0.30
2	3	3	25%	0.75
3	2	2	65%	1.30
	2.67		100%	2.35

---

---

---

---

---

---

---

---

## Consider These Questions When Reviewing the Performance Plan

- Are the critical elements vague?
- Can the critical elements be measured or verified?
- Are the critical elements too complex or unnecessarily long?
- Does each critical element have a timeline?
- Do the critical elements emphasize appropriate aspects of the work?
- Are there too many or too few critical elements?

---

---

---

---


---

---

---

---


UNCLASSIFIED//FOUO




---

## *Questions*

*Contact Employee Relations/Benefits for assistance with policy governing the performance management system at 608-242-3712/3705 or DSN 724-3712/3705*



UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO




---

## *Extra Sample Critical Elements*

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO




---

## *Sample Critical Element*

- **Quantifiable Results** – Complete the installation of 150 new computers in the USPFO, VA, by the second week of September. Provide monthly progress report, with information on completed work and anticipated obstacles, in the last week of each month. Ensure that the Hand Receipt form issuing the new computer to the PC user is signed by the user and forwarded to the Property Book Officer in 2-3 workdays of signature.

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



Sample Critical Element

---

- Special Projects** - Accomplish assigned projects in accordance with established project objectives, achieve expected results, and meet stated milestones/timelines. Results must be technically sound (e.g., in compliance with applicable legal and regulatory provisions), accurate (e.g., validated data, cited references), and in accordance with applicable policies, procedures, and guidelines (e.g., appropriately staffed, legal review).

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



Sample Critical Element

---

- Administrative Work** - Complete office correspondence in compliance with formats contained in the ARNG/ANG correspondence regulations and applicable local formats (e.g., routing slip summaries), within specific timeline established by supervisor or senior staff in the office. Completed work must contain correct spelling and grammar using software spell and grammar check as basic standard.

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



Sample Critical Element

---

- Policy Development** (normally assigned at headquarters level) - Complete policy guidance and instructions on specific subjects in accordance with prescribed guidance objective, milestones and timeline. Work product must be staffed (appropriately staffed with stakeholders), technically sound (e.g., in compliance with applicable legal and regulatory provisions), well researched (e.g., applicable references from authoritative sources), accurate (e.g., validated data, cited references), thorough (e.g., considered all applicable scenarios), offering clarity to the subject (e.g., provide clear discussion on subject), and in alignment with applicable (e.g., legislative and regulatory) authorities.

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



**Sample ERS Critical Element -  
Processing Personnel Actions**

- Effectively process personnel actions in accordance with the Guide to Processing Personnel Actions, and local personnel systems checklists. Work products may include (Name Changes, Within Grade Increases, Pay Adjustments, and Accessions). Work is reviewed to ensure products are well researched, technically sound, thorough, properly staffed, clear, aligned with legislative and regulatory authorities, timeliness, and impact on achieving organizational goals.

UNCLASSIFIED//FOUO

---

---

---

---


---

---

---

---

UNCLASSIFIED//FOUO



**Sample ERS  
Critical Element - Training**

- Effectively accomplish assigned special projects in accordance with established project objectives, achieve expected results, and meet stated milestones/timeliness. Projects include planning, organizing, executing ERS Functional Training conferences. Projects are reviewed for accuracy, compliance with applicable legal, regulatory, and policy guidelines, timeliness, and results achieved.

UNCLASSIFIED//FOUO

---

---

---

---

---

---

---

---

# Incentives

*Technician Personnel Management  
Refresher Course*

---

---

---

---

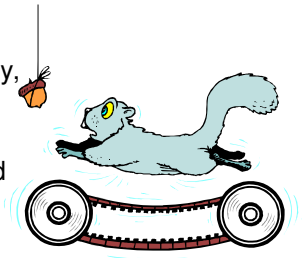
---

---

---

## INCENTIVES - PURPOSES

- Motivate
- Increase efficiency, productivity & creativity
- Recognize/reward performance & contributions



2

---

---

---

---

---

---

---

## MONETARY AWARDS

**Quality Step Increase (QSI):**

- Accomplished on NGB Form 32 and electronic SF 52
- General Schedule (GS) only
- Must have rating of "5" (Outstanding) on current appraisal
- Expect performance to continue



3

---

---

---

---

---

---

---

## **MONETARY AWARDS**

### ***Sustained Superior Performance (SSP):***

- Accomplished through NGB Form 32 and electronic SF 52
- Exceeds position's requirements
- GS or FWS eligible
- Not to exceed \$500 (limit 2 per FY)
- Taxable income

4

---

---

---

---

---

---

---

## **MONETARY AWARDS**

### ***Special Act or Service Award:***

- Accomplished through NGB Form 32 or local form
- Awarded for heroism
- Awarded for one-time act or service
- Awarded for Scientific achievement



5

---

---

---

---

---

---

---

## **MONETARY AWARDS**

### ***On-The-Spot Award:***

- Accomplished through NGB Form 32 or local form
- Each award is set by local policy
- In addition to QSI, SSP or other Special Act Award
- Awarded for significant acts related to quality job performance
- Acts of short duration & clearly identified

6

---

---

---

---

---

---

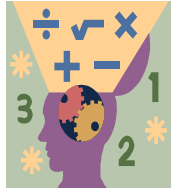
---



## Suggestion Program

### ***Suggestion Awards:***

- AIP – Army Idea Program  
(Submit on-line)
- USAF Idea Program



7

---

---

---

---

---

---

---

---

## MONETARY AWARDS

### ***Inventions:***

- \$100 in addition to any award under Suggestion or Special Achievement
- \$300 upon award of patent categories
- Can be thousands of \$\$\$\$ when tangible



8

---

---

---

---

---

---

---

---

## NON-MONETARY AWARDS

### ***Time-Off Award:***

- Accomplished through NGB 32 and electronic SF 52
- Established June 1992 for special act or service
- Up to 40 hrs per contribution; no more than 80 hrs in 1 leave year
- Up to 2 days can be awarded by 1<sup>st</sup> and 2<sup>nd</sup> level supervisor



9

---

---

---

---

---

---

---

---

## **NON-MONETARY AWARD**

### ***Length of Service Award:***

- Awarded to NGB Technicians and other Government employees for distinguished service
- Eligible after 10 years of service
- Awarded in 5-year increments



10

---

---

---

---

---

---

---

## **NON-MONETARY AWARDS**

### ***Honorary Awards:***

- Presidents Award for Distinguished Federal Civilian Service
- Department of Defense Distinguished Service Award
- Decoration for Exceptional Civilian Service
- Meritorious Civilian Service Award
- Presidential Recognition Program
- Certificates of Achievement
- Letters of Appreciation or Commendation

11

---

---

---

---

---

---

---

## **PAYMENT OF AWARDS**

- Monetary awards will be paid from State Federal Funds
- Paid as early as possible after approval
- Responsibility remains with organization
- Taxable Income

12

---

---

---

---

---

---

---

## **SUPERVISORY RESPONSIBILITIES**

- Match type of recognition to situation
- Ensure timely, appropriate presentation
- Exercise care in considering recognition



13

---

---

---

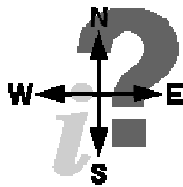
---

---

---

---

## **Questions**



14

---

---

---

---

---

---

---

# Leave Administration

*Technician Personnel Management  
Refresher Course*

1

---

---

---

---

---

---

---

## HOURS OF DUTY



- 80 hours per two week pay period
- Work schedules/ changes made by Adjutant General in conjunction with local union(s)
- Typically (but subject to exceptions):
  - ~Rest breaks - Paid; part of workday
  - ~Lunch breaks – Not paid
  - ~ "Make-ready"/Clean up – paid; part of workday
  - ~ Changing/showering – not paid

2

---

---

---

---

---

---

---

## TYPES OF LEAVE

- |                            |                                |
|----------------------------|--------------------------------|
| • Annual Leave             | • Military Leave               |
| • Sick Leave               | • Compensatory Time            |
| • Court Leave              | • Enforced Leave               |
| • Excused Leave            | • Absence Without Leave (AWOL) |
| • Leave Without Pay (LWOP) |                                |

3

---

---

---

---

---

---

---

## **ANNUAL LEAVE**

**Accrual Rates:** full-time,  
permanent employees

- 1-3 years: 4hrs/pay period
- 3-15 years: 6 hrs/pay period
- 15+ years: 8 hrs/pay
- If initial appointment is less than 90 days, no leave earned.



4

---

---

---

---

---

---

---

## **ANNUAL LEAVE**

**Accrual Rates:** Temporary employees  
(after 90 days, same as full-time permanent employees)

- 1-3 years ~4 hrs/pay period
- 3-15 years ~6 hrs/pay period
- 15 + years ~8 hrs/pay period

5

---

---

---

---

---

---

---

## **ANNUAL LEAVE**

**Accrual rates:** part-time employees

- 1-3 years ~1 hr/every 20 hrs in pay status
- 3-15 years ~1 hr/every 13 hrs in pay status
- 15+ years ~1 hr/every 10 hrs in pay status

6

---

---

---

---

---

---

---

## **ANNUAL LEAVE**

### ***Some criteria/rules:***

- Service computation date (SCD) determines leave category
- Maximum annual carryover – 240 hrs
- Separated employees may be paid lump sum for unused annual leave
- May be advanced if requested in writing



7

---

---

---

---

---

---

---

## **More...ANNUAL LEAVE**

- May be taken in the pay period earned
- Public Law 93-181 provides for restoration of forfeited annual leave
- Absolute right of employee; subject to approval of the supervisor
- Can be denied based on mission



8

---

---

---

---

---

---

---

## **SICK LEAVE**

### ***Accrual rates***

- All full-time: 4 hrs/pay period
- Part-time: 1 hr/every 20 hrs in pay status

*Note: Both categories above include temporary employees*



9

---

---

---

---

---

---

---

## **SICK LEAVE**

### ***Covers***

- Medical, dental, optical exams/treatments
- Personal incapacitation
- Health risk
- Family Care
  - Family Medical Leave Act (FMLA)
  - Sick Leave to Care for Family Member (SLTCFFM)
- Bereavement/Family funeral (Limited – FMLA/SLTCFFM)
- Adoption (Limited – FMLA/SLTCFFM)

10

---

---

---

---

---

---

---

## **SICK LEAVE**

### ***Some criteria/rules:***

- Unlimited carryover balance
- May be advanced
- Medical certification may be required
- May use while on Annual Leave



11

---

---

---

---

---

---

---

## **COURT LEAVE**

5 USC 6322(a)

***Covers an employee who is summoned due to a judicial proceeding, as a...***

- Juror
- Witness on behalf of a state or local government



12

---

---

---

---

---

---

---

## **EXCUSED ABSENCE**

- Also referred to as Administrative Leave
- Authorized absence for a variety of personal and other non-Technician duty reasons
- Supervisor can excuse absence of one hour or less
- TAG may grant up to 3-days per CY

13

---

---

---

---

---

---

---

## **OTHER EXCUSED ABSENCE**

- 5 day excused absence
  - granted to those returning from GWOT
  - authorized regardless of location
  - only 5 days authorized and must be used all at once
- Bone marrow
- Organ donor



14

---

---

---

---

---

---

---

## **LEAVE WITHOUT PAY (LWOP) (NTE)**

- Temporary non-paid status by OPM Form 71 request
- Not a right
- 80 hours accumulated LWOP affect the employee's Annual and Sick Leave accrual within the leave year
- Service Computation Date (SCD) – Leave must be recomputed when an employee returns to duty from an aggregate LWOP of more than six months in a calendar year

15

---

---

---

---

---

---

---



### **AUS-Absent for Uniformed Services**

- SF 52 must be submitted prior to going on military duty – Effective date is same day as military orders.
- Copy of orders & AUS checklist **MUST** be submitted with SF 52.
- Paid leave may be used intermittently – OMP 71 given to timekeepers.
- No harm, leave & SCD not affected.
- Leave is prorated.

16

---

---

---

---

---

---

---

---

### **Military Leave**

- 15 days – 120 hours
- 22 days – 176 hours
- 44 days – 352 hours



17

---

---

---

---

---

---

---

---

### **MILITARY LEAVE**

- Charged in hourly increments
- No same-day dual scheduling on Title 32 orders and as technicians
- Military leave is not charged on intervening non-workdays (e.g. holidays, weekends, scheduled days off)



18

---

---

---

---

---

---

---

---

### **MILITARY LEAVE (15 days)**

- Paid leave when ordered to active duty, inactive duty training or training
- 120 hours (15 days) each FY – permanent & temporary employees appointed for more than 1 year
- Pro-rated for part-time employees
- Annual Carryover  
120 hrs – NTE 240 hrs yearly



19

---

---

---

---

---

---

---

---

### **MILITARY LEAVE – 22 days**

- Paid leave for aid in support of civil authorities in protection of life & property, or military duty in support of contingency operations.
- Permanent and indefinite employees only
- 22 days (176 hours) per calendar year; charged in hours
- Non-workdays/holidays not charged
- No excused absences
- Reference HRR 630 for Military/Tech Pay<sup>20</sup>

---

---

---

---

---

---

---

---

### **Military Leave – 44 days**

- Operations outside the U.S. (certain Title 10 orders)
- Must be on active duty **without pay**
- Orders must identify period of leave
- 44 days (352 hrs) per calendar year charged in hours



21

---

---

---

---

---

---

---

---

## **COMPENSATORY TIME**

- Time off with pay, in lieu of overtime pay
- Earned at a rate of 1 hour for 1 hour and used in increments determined by local policy
- Advance approval required
- Use within 26 pay periods of earning or forfeit
- NGB 46-14

22

---

---

---

---

---

---

---

## **COMP TIME TRAVEL**

- Employees are entitled to earn comp time for travel during non-duty hours.
- Technicians are not entitled to receive lump sum payment for compensatory leave. Upon separation, leave is forfeited.

23

---

---

---

---

---

---

---

## **ENFORCED LEAVE**

***Temporary status to document absences for employees...***

- Who are not ready, willing and able to perform
- Whose continued presence is undesirable or poses a threat

24

---

---

---

---

---

---

---

## **ABSENCE WITHOUT LEAVE (AWOL)**

- Without supervisor's prior knowledge/approval
- Status can change with explanation
- AWOL status NOT a disciplinary action
- Can become the basis for initiating an adverse action



25

---

---

---

---

---

---

---

## **RECORDKEEPING REQUIREMENTS**

**Time Cards:** leave recorded sequentially  
(copies filed at unit)

**Military Leave:** copy of orders/certificate of  
performance

**Court Duty:** Letter from court

**LWOP:** Signed OPM Form 71

**Compensatory Time:** Documented at unit

26

---

---

---

---

---

---

---

## **TIMEKEEPER'S RESPONSIBILITIES**

- Record leave/absences
- Prepare input for Pay Office
- Submit schedule changes
- Submit time cards to pay office



27

---

---

---

---

---

---

---

## **SUPERVISOR'S RESPONSIBILITIES**



- Approve leave
- Certify time cards, if not official timekeeper
- Certify changes/corrections

28

---

---

---

---

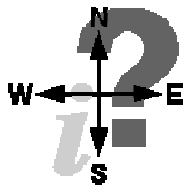
---

---

---

---

## **Questions**



29

---

---

---

---

---

---

---

---

## Chapter 15. Placement in Nonpay or Nonduty Status

### 1. Coverage.

This chapter covers furloughs, and extensions of furloughs, placements in leave without pay status and extensions of leave without pay, suspensions, placements of seasonal employees in nonpay and nonduty status at the end of a peak workload period, sabbaticals for employees in the Senior Executive Service, and absent-uniformed service actions (38 U.S. Code, chapter 43).<

It does not cover:

- Changes to service computation dates for leave, when time in a nonpay status exceeds six months during a calendar year. (See Chapter 6 for instructions.)
- An employee using annual or sick leave. No personnel action is required to document use of annual leave or use of sick leave.
- Recording of absence without leave, an absence for which the employee did not receive approval. A Standard Form 50, Notification of Personnel Action is not required to document absence without leave.

### 2. Definitions.

**a. Furlough** is the placement of an employee in a temporary nonpay and nonduty status (or absence from duty) because of lack of work or funds, or for other nondisciplinary reasons.

**b. Suspension** is the placement of an employee in a temporary nonpay status and nonduty status (or absence from duty) for disciplinary reasons or other reasons pending an inquiry.

**c. LWOP** (leave without pay) is a temporary nonpay status and nonduty status (or absence from a prescheduled tour duty) granted at the employee's request.

**d. >Absent - Uniformed Service** employee is absent (whether in pay or nonpay status) to perform duty with the uniformed services and has reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA – 38 U.S. Code chapter 43).<

**e. Seasonal employee** is one who works on an annual recurring basis and for less than 2,080 hours per year.

**f. Sabbatical** is an absence from duty, without charge to pay or leave, that an agency may grant to a Senior Executive Service career appointee to engage in study or uncompensated work experience.

### 3. Selection of Legal Authority.

**a. Meaning of “equivalent to CS Regs.”** For some actions covered by this chapter, the legal authority you place on the action indicates it is being taken under Civil Service laws or regulations, under agency procedures that are similar or equivalent to those required under Civil Service laws or regulations, or under other procedures. The rule you follow to select the legal authority will depend upon your knowing what procedures are being used. For example, you may have to know if the action is being taken under “5 U.S.C. 75” (chapter 75 of title 5 of the U.S. Code, “Adverse Actions”),



**NATIONAL GUARD BUREAU**  
1411 JEFFERSON DAVIS HIGHWAY  
ARLINGTON, VA 22202-3231

NGB-J1-TN

16 September 2010

MEMORANDUM FOR THE HUMAN RESOURCES OFFICER OF ALL STATES,  
PUERTO RICO, THE VIRGIN ISLANDS, GUAM, AND THE DISTRICT OF COLUMBIA

SUBJECT: Title 32 Technician Use Compensatory Time while on Military Orders,  
(TN-10-25)

1. References:

a. 10 USC § 10503 (9): US Code - Title 10, § 10503. Functions of National Guard Bureau: charter.

b. 32 USC § 709 (h): US Code - Title 32, § 709. Technicians: employment, use, status.

c. 5 CFR § 9901.362(b)(3): Code of Federal Regulations - Title 5, § 9901.362 Modification of standard provisions. Adopted 26 Sep 2008, Federal Register Vol. 73, No. 188 (1)(b)(3)

d. 5 USC § 5542: US Code - Title 5, § 5542. Overtime rates; computation.

e. 5 USC § 5543: US Code - Title 5, § 5543. Compensatory time off.

f. 5 USC § 5550b: US Code - Title 5, § 5550b. Compensatory time off for travel.

2. The use of compensatory time (comp time) by Title 32 technicians while on military orders is hereby authorized in accordance with the authority provided 10 USC § 10503(9), 32 USC § 709(h), and 5 CFR § 9901.362(b)(3).

3. The Office of Personnel Management's prohibition for the use of comp time while on military orders, except for comp time for travel per 5 USC §5550b, by the rest of the Federal Government is based on the fact that, in lieu of comp time, other Federal employees are paid overtime wages in accordance with 5 USC §5543. National Guard technicians can receive no such payments per 32 USC 709 (h).

4. To avoid the loss of comp time by Title 32 technicians, the National Guard Bureau policy is that the use of such comp time in military status is authorized.

NGB-J1-TN

SUBJECT: Title 32 Technician Use Compensatory Time while on Military Orders,  
(TN-10-25)

5. Until such time as necessary computer pay system changes are accomplished by DoD, we will provide an interim method of effectuating this policy to the HROs and Employee Benefits Specialists in each State.

6. Point of contact for this memorandum is the undersigned at (703) 607-5419 or email William.kolbinger@us.army.mil.



WILLIAM F. KOLBINGER  
Colonel, USAF  
Chief, Office of Technician Personnel  
National Guard Bureau





**NATIONAL GUARD BUREAU**  
1411 JEFFERSON DAVIS HIGHWAY  
ARLINGTON, VA 22202-3231

NGB-J1-TN

21 September 2010

MEMORANDUM FOR THE HUMAN RESOURCES OFFICER OF ALL STATES,  
PUERTO RICO, THE VIRGIN ISLANDS, GUAM, AND THE DISTRICT OF COLUMBIA

SUBJECT: Title 32 Technician Use of Compensatory Time Off while Absent Uniformed Service (TN-10-27)

1. Reference TN Memorandum 10-25, Title 32 Technician Use Compensatory Time Off while on Military Orders, dated 16 September 2010, we are providing interim guidance on the usage of regular compensatory time while Absent Uniform Services (AUS) (Formerly LWOP-US) and guidance on the recent updates to Guide to Personnel Processing Action (GPPA).
2. The National Guard Bureau, Office of Technician Personnel, coordinated with the Office of Personnel Management (OPM) and Department of Defense (DoD) on an exemption to policy for Title 32 NG Technicians from the 5 CFR, section 353.208, Use of Paid Leave During Uniformed Service. This provision prohibits the use of regular compensation time-off (CT) while AUS and the effective date of Standard Form 50 for each action per GPPA, Chapter 15(4). Currently, OPM and DoD are staffing these requests through formal channels.
3. As a means to protect our technician community from experiencing any negative impacts from the recent CFR provision, you may use the following interim guidance until OPM and DoD, along with NGB, publish more definitive guidance:
  - a. Should a Federal Technician receive orders for military services, he/she is permitted to use up any accrued regular compensatory time prior to the effective date of the SF 50 for the AUS personnel actions.
  - b. If the technician chooses to use the compensatory time, the effective date of the SF 50 for AUS is delayed beyond the orders' directed start date, as per GPPA, to allow processing of the member's CT time-card code in the Time and Attendance system. The CT is consecutively and exclusively utilized without the intermixing of other paid leave during this delay period. Once the technician's CT is exhausted, the SF 50 for AUS is processed; and the technician remains in AUS status throughout the duration of the orders.

NGB-J1-TN

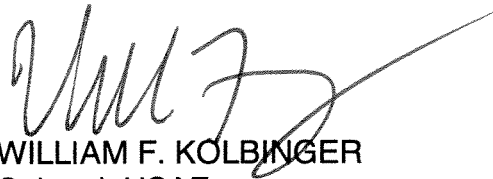
SUBJECT: Title 32 Technician Use of Compensatory Time Off while Absent Uniformed Service (TN-10-27)

c. If the technician chooses to not use his/her earned compensatory time, the AUS effective date is the same date of the military order, as outlined in the GPPA, and the compensatory time is held without forfeit should the technician's AUS exceed the 26th pay period in which the compensatory time was earned.

d. It is the responsibility of the supervisor to submit a completed Standard Form 52, indicating the technician's intentions to use regular compensatory time. Per the GPPA, if he/she decides to not use the earned compensatory time, the SF 50 is effective the same day as the military order.

4. If a technician already forfeited compensatory time due to the previous policy, he/she will need to contact their HRO-EBS members for guidance. The Benefit Specialists will process the member's entire packet of information on the loss such as, the orders, compensatory time off earned, the retirement date, and any other pertinent data to NGB, Office of Technician Personnel for continued review and guidance.

5. The point of contact for this memorandum is Ms. Brenda Decruise at 703.607.1458 (DSN: 327) or email [Brenda.decruise@us.army.mil](mailto:Brenda.decruise@us.army.mil).



WILLIAM F. KOLBINGER  
Colonel, USAF  
Chief, Office of Technician Personnel  
National Guard Bureau



## NATIONAL GUARD BUREAU

111 SOUTH GEORGE MASON DRIVE, AH2  
ARLINGTON VA 22204-1382

NGB-J1-TN

2 December 2011

MEMORANDUM FOR The Human Resources Officers of all States, Puerto Rico, the US Virgin Islands, Guam, and the District of Columbia

SUBJECT: Use of Time-off Awards and Excused Absence during Uniformed Service (TN-11-43)



1. References:

- a. Title 5, Code of Federal Regulation (CFR) 353.208, Use of paid time off during uniformed service, 1 January 2011.
  - b. Memorandum, NGB-HRL, 30 March 1999, subject: Time Off Awards (enclosure).
2. Effective immediately, reference 1.b., is rescinded. States will follow guidance provided in reference 1a. Title 5, CFR 353.208 does not authorize the use of Time-off Awards and/or Excused Absences.
3. The point of contact is Mr. John Christie, Technician Benefits Branch at DSN 327-1458, 703-607-1458, or [john.christie1@us.army.mil](mailto:john.christie1@us.army.mil).

Encl

A handwritten signature in black ink, appearing to read "THOMAS E. LANGUIRAND", is positioned above the typed name.

THOMAS E. LANGUIRAND  
COL, US Army  
Chief, Office of Technician Personnel  
National Guard Bureau

*National Guard Bureau Office of Technician Personnel*

**Office of Workers' Compensation**  
**Module 18**

**NGB-J1-TN-OWCP**

**People First – Mission Always!**

1

---

---



---

---

---

---

---

*National Guard Bureau Office of Technician Personnel*

**Topics To Be Covered**

- Overview of the Federal Employees' Compensation Act (FECA)
- Primary Benefits Provided under the FECA
- Types of Injuries and Initiating Claims
- Conditions of Coverage
- COP and Controversion

2

---

---



---

---

---

---

---

*National Guard Bureau Office of Technician Personnel*

**Topics To Be Covered**

- Supervisor Responsibilities
- Containing OWCP Costs
- Automated Systems
- Internet Resources and References

3

---

---

---

---

---

---

---



## Overview of the FECA

- Federal Employees' Compensation Act (FECA) passed in 1916
- Benefits Provided
- Remedial in nature
- Non-adversarial – an attorney is not required

4

---

---

---

---

---

---

---



## Overview of the FECA (cont'd)

- Program Administration
- DOL / OWCP Adjudicates Claims
- Privacy Act
- HIPAA

5

---

---

---

---

---

---

---



## Primary Benefits Provided under the FECA

- Medical Benefits
  - Treatment of Injury
  - Preventive care is not authorized
  - Fee Schedules
  - Chiropractor

6

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



### Primary Benefits Provided under the FECA

- Traumatic Injury
- Occupational Disease Claim
- Death

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



### Primary Benefits Provided under the FECA

- Schedule awards
- Vocational rehabilitation
- Death Benefits

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



### Primary Benefits Provided under the FECA

- Continuation of Pay (COP)
  - Intent is to avoid interruption of pay while the claim is adjudicated
  - 45 calendar days
  - Traumatic Injury - ONLY

---

---

---

---

---

---

---

---



## Five Conditions of Coverage

- Timely Filing of Claim
- Federal Civil Service Employee
- Fact of Injury
- Performance of Duty
- Causal Relationship with medical

13

---

---

---

---

---

---

---



## Timely Filing

- Employee Has Three Years From:
  - Date of Injury
  - Date of First Awareness
  - Date of Last Exposure

14

---

---

---

---

---

---

---



## Civil Service Employee

- FECA covers all Federal Civil Service and Federal Civilian Employees except for non-appropriated fund employees
- Temporary employees covered on the same basis as permanent employees and indefinite
- Contract employees, volunteers, and loaned employees are covered under some circumstances

15

---

---

---

---

---

---

---



## Fact of Injury

- Factual – Actual occurrence of an accident, incident, or exposure in time, place, and manner alleged
- Medical – Medical condition diagnosed in connection with that accident, incident, or exposure

13

---

---

---

---

---

---

---



## Performance of Duty

- Injury occurred while performing assigned duties or engaging in an activity reasonably associated with the employment
- Injury occurred on work premises
- Injury occurred off premises while engaging in work activity authorized by supervisor

14

---

---

---

---

---

---

---



## Causal Relationship

- Link between work-related exposure/injury and any medical condition found
- Based entirely on medical evidence provided by physicians who have examined and treated the employee
- Opinions of employee, supervisor, or witnesses not considered – nor is general medical information contained in published articles

15

---

---

---

---

---

---

---





## Statutory Exclusions

- Willful Misconduct – deliberate and intentional disobedience of rules/orders – not carelessness
- Drug or Alcohol Intoxication – proximately caused the injury
- Intent to Injure Self or Others – intent must be established

18

---

---

---

---

---

---

---



## Injury Type by Classification

- Traumatic Injury
  - Wound or other condition of the body caused by external force, including stress or strain
  - Caused by specific event or series of events or incidents within a single day or work shift

19

---

---

---

---

---

---

---



## Initiating A Claim for a Traumatic Injury

- Notice of Traumatic Injury – CA-1
  - Employee (or someone on her/his behalf, including supervisor) completes front
  - Supervisor completes back
  - Must be submitted to employing agency within 30 days of date of injury to be eligible for COP – however can be submitted up to three years after the injury
  - Must be transmitted to OWCP within ten workdays from date agency received form – **DO NOT HOLD** for wage calculations, supporting documentation, etc.

20

---

---

---

---

---

---

---



### Supervisor's Role related to a Injury Claim Process

- Discuss and review the facts surrounding the incident.
- Have employee seek medical attention authorize care. Report injury or illness to Safety and HR.
- Complete the supervisor and safety screens within the EDI for CA-1 or CA-2 and submit to the HR.
- Advise employee of her/his responsibility to submit prima facie medical evidence of disability within 10 work days, claim on file within 30 work days of injury or risk termination of COP

19

---

---

---

---

---

---

---

---



### Injury Type by Classification

- Occupational Disease
  - Condition produced over a period longer than one workday or shift
  - Exposure over time longer than one workday
  - Authorize medical care, process CA-2
- COP is not provided for Occupational Diseases
- CA-16 is not issued for Occupational Diseases

20

---

---

---

---

---

---

---

---



### Supervisor's Role related to a Occupational Disease Claim

- Review the employee's portion of the form and provide comments concerning the employee's statement briefly investigate.
- Report injury or illness to Safety and HR.
- Advise employee of the right to elect sick, annual leave or LWOP, pending adjudication of the claim.

21

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



## CA-16

### Authorization for Examination

- Covers the member for medical billing purposes for 60 days of coverage.
- Form is used for injuries requiring follow up treatment.
- Member / Supervisor completes first copy, Provider completes second copy, forward back to HRO.

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



## Challenging Validity of Claim

- Investigate circumstances and report results to HRO
- Include specific evidence: witness statements, accident investigations, timecards
- Must be supported by specific factual evidence
- Attach detailed statement describing circumstances behind challenge

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



## APPEAL RIGHTS

ORAL HEARING WITHIN 30 DAYS

RECONSIDERATION  
WITHIN 1 YR

ECAB APPEAL BOARD  
WITHIN 180 DAYS

FROM DATE OF DECISION

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



## PENALTIES

- Anyone who knowingly and willfully falsifies, conceals or covers up a material fact;
- Makes a false, fictitious, or fraudulent statement or representation may be subject to these penalties:
  - A. FINE
  - B. 10 YEARS IMPRISONMENT
  - C. BOTH

---

---

---


---

---


---

---

---



National Guard Bureau Office of Technician Personnel



## Initiating a Claim for Death Benefits

- When an employee dies because of an injury incurred in the performance of duty, the supervisor/agency should immediately notify the district office via phone or fax
- The supervisor/agency should contact any survivors, provide them with claim forms, and help them prepare the claim
- CA-5 or CA-5b used to submit claims for death benefits
- Supervisor/Agency uses form CA-6 to report the work-related death of an employee

---

---

---


---

---


---

---

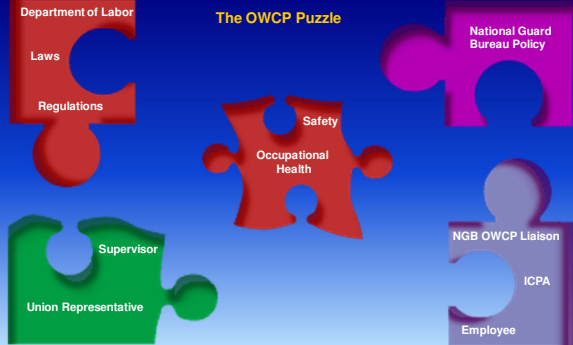
---



National Guard Bureau Office of Technician Personnel



## The OWCP Puzzle



---

---

---

---

---

---

---

---



## National Guard Bureau Office of Technician Personnel



(submit CA-1s and CA-2s via EDI): JFHQ J1 website or  
<http://www.dol.gov/esa/regs/compliance/owcp/forms.htm>

General information on OWCP: JFHQ J1 website or  
<http://www.dol.gov/esa/regs/compliance/owcp/fecacont.htm>

ACS website (bill processing and authorization information):  
<http://owcp.dol.acs-inc.com/portal/main.do>

ACS Customer Service: (850) 558-1818  
ACS Bill payment/reimbursement/authorizations:  
(866) 335-8319

Your Injury Compensation Program Administrators (ICPA):

MSgt Kenneth Young  
(608) 242-3711/DSN 724-3711  
[Kenneth.o.young@us.army.mil](mailto:Kenneth.o.young@us.army.mil)

---

---

---

---

---

---

---

---

Federal Employee's Notice of  
Traumatic Injury and Claim for  
Continuation of Pay/Compensation

U.S. Department of Labor  
Employment Standards Administration  
Office of Workers' Compensation Programs

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.

Witness: Complete bottom section 16.

Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data

1 Name of employee (Last First Middle) Smith, John D.		2 Social Security Number 123-45-6789	
3 Date of birth Mo. Day Yr. 07-22-1977	4 Sex <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	5 Home telephone 608-242-3431	6 Grade as of date of injury Level 09 Step 01
7 Employee's home mailing address (Include city, state, and ZIP code) 1738 Anderson Street Madison, WI 53708			8 Dependents <input checked="" type="checkbox"/> Wife, Husband <input checked="" type="checkbox"/> Children under 18 years <input type="checkbox"/> Other

Description of Injury

9 Place where injury occurred (e.g. 2nd floor Main Post Office Bldg, 12th & Pine) DMA Parking lot			
10 Date injury occurred Mo. Day Yr. 02-11-2009	Time 0725 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11 Date of this notice Mo. Day Yr. 02-11-2009	12 Employee's occupation IT Specialist
13 Cause of injury (Describe what happened and why) I was walking to door from the parking lot and slipped on some ice. My lower back was sore when I tried to get up.			
14 Nature of injury (Identify both the injury and the part of body, e.g., fracture of left leg) Lower back injury			a. Occupation code b. Type code c. Source code OWCP Use - NOI Code

Employee Signature

15 I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment if needed, and the following, as checked below, while disabled for work:

- ☒ b Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave or be deemed an overpayment within the meaning of 5 USC 5584
- ☐ a Sick and/or Annual Leave

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf

*John D. Smith*

Date 2-11-09

Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

Have your supervisor complete the receipt attached to this form and return it to you for your records.

Witness Statement

16 Statement of witness (Describe what you saw, heard, or know about this injury)

Name of witness	Signature of witness	Date signed
Address	City	State ZIP Code

Official Supervisor's Report: Please complete information requested below:

<b>Supervisor's Report</b>	
17. Agency name and address of reporting office (include city state and zip code) <u>TAG-WI</u> <u>2400 Wright Street</u> <u>Madison, WI 53704</u>	OWCP Agency Code  OSHA Site Code  ZIP Code
18 Employee's duty station (Street address and ZIP code) <u>2400 Wright St, Madison, WI 53704</u>	
19 Employee's retirement coverage <input type="checkbox"/> CSRS <input checked="" type="checkbox"/> FERS <input type="checkbox"/> Other (identify)	
20 Regular work hours From: <u>0730</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: <u>1600</u> <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	21 Regular work schedule <input type="checkbox"/> Sun. <input checked="" type="checkbox"/> Mon. <input checked="" type="checkbox"/> Tues. <input checked="" type="checkbox"/> Wed. <input checked="" type="checkbox"/> Thurs. <input checked="" type="checkbox"/> Fri. <input type="checkbox"/> Sat.
22 Date of Injury Mo. Day Yr. <u>02-11-2009</u>	23 Date notice received Mo. Day Yr. <u>02-11-2009</u>
25 Date pay stopped Mo. Day Yr.	24 Date stopped work Mo. Day Yr. <u>02-11-2009</u> Time: <u>0730</u> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
26 Date 45 day period began Mo. Day Yr.	27 Date returned to work Mo. Day Yr. Time: <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
28. Was employee injured in performance of duty? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," explain)	
29 Was injury caused by employee's willful misconduct, intoxication or intent to injure self or another? <input type="checkbox"/> Yes (If "Yes" explain) <input checked="" type="checkbox"/> No	
30 Was injury caused by third party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "No" go to item 32)	31 Name and address of third party (Include city state and ZIP code)
32 Name and address of physician first providing medical care (Include city state ZIP code)	
33 First date medical care received Mo. Day Yr.	
34 Do medical reports show employee is disabled for work? <input type="checkbox"/> Yes <input type="checkbox"/> No	
35 Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," explain)	
36 If the employing agency controverts continuation of pay state the reason in detail	
37 Pay rate when employee stopped work \$ <u>26.14</u> Per hr.	

**Signature of Supervisor and Filing Instructions**

38 A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact etc., in respect of this claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Michael J. Dole  
Name of supervisor (Type or print)  
Michael J. Dole  
Signature of supervisor  
IT Supervisor  
Supervisor's Title  
2-11-2009  
Date  
608-242-3421  
Office phone

- 39 Filing instructions
- ☐ No lost time and no medical expense: Place this form in employee's medical folder (SF-66-D)
  - ☐ No lost time, medical expense incurred or expected: forward this form to OWCP
  - ☒ Lost time covered by leave LWOP or COP: forward this form to OWCP
  - ☐ First Aid Injury

## Instructions for Completing Form CA-1

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. Some of the items on the form which may require further clarification are explained below.

### Employee (Or person acting on the employees' behalf)

#### 13) Cause of injury

Describe in detail how and why the injury occurred. Give appropriate details (e.g., if you fell, how far did you fall and in what position did you land?).

#### 14) Nature of Injury

Give a complete description of the condition(s) resulting from your injury. Specify the right or left side if applicable (e.g., fractured left leg; cut on right index finger).

#### 15) Election of COP/Leave

If you are disabled for work as a result of this injury and filed CA-1 within thirty days of the injury, you may be entitled to receive continuation of pay (COP) from your employing agency. COP is paid for up to 45 calendar days of disability, and is not charged against sick or annual leave. If you elect sick or annual leave, you may not claim compensation to repurchase leave used during the 45 days of COP entitlement.

### Supervisor

At the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in Item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

#### 17) Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

#### 18) Duty station street address and zip code

The address and zip code of the establishment where the employee actually works.

#### 19) Employers Retirement Coverage

Indicate which retirement system the employee is covered under.

#### 30) Was injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the injury. For instance, the driver of a vehicle causing an accident in which an employee is injured, the owner of a building where unsafe conditions cause an employee to fall, and a manufacturer whose defective product causes an employee's injury, could all be considered third parties to the injury.

#### 32) Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

#### 33) First date medical care received

The date of the first visit to the physician listed in item 31.

#### 36) If the employing agency controverts continuation of pay, state the reason in detail.

COP may be controverted (disputed) for any reason; however, the employing agency may refuse to pay COP only if the controversion is based upon one of the nine reasons given below:

- a) The disability was not caused by a traumatic injury.
- b) The employee is a volunteer working without pay or for nominal pay, or a member of the office staff of a former President;
- c) The employee is not a citizen or a resident of the United States or Canada;
- d) The injury occurred off the employing agency's premises and the employee was not involved in official "off premise" duties;
- e) The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;
- f) The injury was not reported on Form CA-1 within 30 days following the injury;
- g) Work stoppage first occurred 45 days or more following the injury;
- h) The employee initially reported the injury after his or her employment was terminated; or
- i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work Study Programs, or other similar groups.

### Employing Agency - Required Codes

#### Box a (Occupation Code), Box b (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, "Recordkeeping and Reporting Guidelines."

#### OWCP Agency Code

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.



## Benefits for Employees under the Federal Employees' Compensation Act (FECA)

The FECA, which is administered by the Office of Workers Compensation Programs (OWCP), provides the following benefits for job-related traumatic injuries:

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provisions outlined in 20 CFR 10.222 apply)
  - (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7 with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
  - (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious defringement of the head, face, or neck.
  - (4) Vocational rehabilitation and related services where directed by OWCP.
  - (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.
- An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.
- For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

## Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

**Note:** This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.

## Receipt of Notice of Injury

This acknowledges receipt of Notice of Injury sustained by  
(Name of injured employee)

Which occurred on (Mo Day Yr)

At (Location)

Signature of Official Superior

Title

Date (Mo Day, Yr)

# Notice of Occupational Disease and Claim for Compensation

**U.S. Department of Labor**  
Employment Standards Administration  
Office of Workers' Compensation Programs



Employee: Please complete all boxes 1 - 18 below Do not complete shaded areas.  
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

## Employee Data

1 Name of employee (Last, First, Middle) <i>Smoe, Joe W.</i>				2 Social Security Number <i>123-45-678</i>	
3 Date of birth Mo. Day Yr. <i>06, 11, 25</i>	4 Sex <i>M</i>	5 Home telephone <i>(608) 395-0468</i>	6 Grade as of date of last exposure Level <i>WG 8</i> Step <i>4</i>		
7 Employee's home mailing address (include city, state and ZIP code) <i>265 East Troy Street Middleton, WI 53705</i>				8 Dependents <input checked="" type="checkbox"/> Wife Husband <input checked="" type="checkbox"/> Children under 18 years <input type="checkbox"/> Other	

## Claim Information

9 Employee's occupation <i>Material Handler</i>	a Occupation code
10 Location (address) where you worked when disease or illness occurred (include city, state, and ZIP code) <i>MATES Fort McCoy</i>	11 Date you first became aware of disease or illness Mo. Day Yr. <i>03, 10, 10</i>

12 Date you first realized the disease or illness was caused or aggravated by your employment Mo Day Yr <i>03, 10, 10</i>	13 Explain the relationship to your employment, and why you came to this realization <i>While moving boxes, lifting crates, I pulled a muscle in my back and I heard something snap twice over two days of moving boxes.</i>
---------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

14 Nature of disease or illness <i>Back Injury</i>	OWCP Use - NOI Code	
	b Type code	c Source code

15 If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. *Within 30 days of injury.*

16 If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay

17 If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay

## Employee Signature

18 I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act.

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U S Department of Labor Office of Worker's Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me

Signature of employee or person acting on his/her behalf *Joel Smoe* Date *03/10/10*

Have your supervisor complete the receipt attached to this form and return it to you for your records

Any person who knowingly makes any false statement misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

## Disability Benefits for Employees under the Federal Employees' Compensation Act (FECA)

The FECA, which is administered by the Office of Workers' Compensation Programs (OWCP), provides the following general benefits for employment-related occupational disease or illness:

- (1) Full medical care from either Federal medical officers and hospitals, or private hospitals or physicians of the employee's choice.
- (2) Payment of compensation for total or partial wage loss.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious disfigurement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where necessary.

The first three days in a non-pay status are waiting days, and no compensation is paid for these days unless the period of disability exceeds 14 calendar days, or the employee has suffered a permanent disability. Compensation for total disability is generally paid at the rate of 2/3 of an employee's salary if there are no dependents, or 3/4 of salary if there are one or more dependents.

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.

If an employee is in doubt about compensation benefits, the OWCP District Office servicing the employing agency should be contacted. (Obtain the address from your employing agency.)

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Title 20, Chapter 1) or Chapter 810 of the Office of Personnel Management's Federal Personnel Manual.

## Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate, to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

Note: This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.

## Receipt of Notice of Occupational Disease or illness

This acknowledges receipt of notice of disease or illness sustained by:  
(Name of injured employee)

*Joe Smoe*

I was first notified about this condition on (Mo., Day Yr.)

*03/12/10*

At (Location)

*MATES*

Signature of Official Supervisor

*Jane Smith*

Title

*Warehouse*

Date (Mo., Day, Yr.)

*3/12/10*  
*Supervisor*

This receipt should be retained by employee as a record that notice was filed.

Official Supervisor's Report of Occupational Disease: Please complete information requested below

Supervisor's Report

19. Agency name, and address of reporting office (Include city, state, and ZIP Code) OWCP Agency Code  
DMA JFITQ, 2400 Wright Street  
Madison WI 53708 OSHA Site Code  
Zip code

20. Employee's duty station (Street address and zip code) Zip code  
MATES for McCoy

21. Regular work hours From: 6:00 ☒ a.m. ☐ p.m. To: 4:30 ☐ a.m. ☒ p.m. 22. Regular work schedule ☐ Sun ☒ Mon ☐ Tues ☒ Wed ☒ Thurs ☒ Fri ☐ Sat

23. Name and address of physician first providing medical care (Include city state ZIP code) 24. First date medical care received Mo. Day Yr  
Dookie Houser MD 3 12 10  
2502 East Mifflin Street  
Madison, WI 53708 25. Do medical reports show employee is disabled for work? ☐ Yes ☒ No

26. Date employee first reported condition to supervisor Mo. Day Yr 03 12 10 27. Date and hour employee stopped work Mo. Day Yr 03 12 10 Time 10:00 ☒ a.m. ☐ p.m.

28. Date and hour employee's pay stopped Mo. Day Yr 03 12 10 Time 10:00 ☐ a.m. ☐ p.m. 29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr 03 12 10

30. Date returned to work Mo. Day Yr 03 16 10 Time 07:00 ☒ a.m. ☐ p.m.

31. If employee has returned to work and work assignment has changed, describe new duties  
Assignment has changed due to doctor restrictions  
Employee is on light duty for 2 weeks.

32. Employee's Retirement Coverage ☐ CSRS ☒ FERS ☐ Other (Specify)

33. Was injury caused by third party? ☐ Yes ☒ No If "No" go to item 34 34. Name and address of third party (Include city, state, and zip code)

Signature of Supervisor

35. A supervisor who knowingly certifies to any false statement, misrepresentation concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Jack Stain  
 Name of Supervisor (Type or Print)

Signature of Supervisor [Signature] Date 3/12/10

Supervisor's Title Warehouse Supervisor Office phone

## Instructions for Completing Form CA-2

Complete all items on your section of the form. If additional space is required to explain or clarify any point attach a supplemental statement to the form. In addition to the information requested on the form, both the employee and the supervisor are required to submit additional evidence as described below. If this evidence is not submitted along with the form, the responsible party should explain the reason for the delay and state when the additional evidence will be submitted.

### Employee (or person acting on the employee's behalf)

Complete items 1 through 18 and submit the form to the employee's supervisor along with the statement and medical reports described below. Be sure to obtain the Receipt of Notice of Disease or Illness completed by the supervisor at the time the form is submitted.

#### 1) Employee's statement

In a separate narrative statement attached to the form, the employee must submit the following information:

- A detailed history of the disease or illness from the date it started.
- Complete details of the conditions of employment which are believed to be responsible for the disease or illness.
- A description of specific exposures to substances or stressful conditions causing the disease or illness, including locations where exposure or stress occurred, as well as the number of hours per day and pays per week of such exposure or stress.
- Identification of the part of the body affected. (If disability is due to a heart condition, give complete details of all activities for one week prior to the attack with particular attention to the final 24 hours of such period.)
- A statement as to whether the employee ever suffered a similar condition. If so, provide full details of onset, history, and medical care received, along with names and addresses of physicians rendering treatment.

#### 2) Medical report

- Dates of examination or treatment.
- History given to the physician by the employee.
- Detailed description of the physician's findings.
- Results of x-rays, laboratory tests, etc.
- Diagnosis.
- Clinical course of treatment.
- Physician's opinion as to whether the disease or illness was caused or aggravated by the employment, along with an explanation of the basis for this opinion. (Medical reports that do not explain the basis for the physician's opinion are given very little weight in adjudicating the claim.)

#### 3) Wage loss

If you have lost wages or used leave for this illness, Form CA-7 should also be submitted.

### Supervisor (Or appropriate official in the employing agency)

At the time the form is received, complete the Receipt of Notice of Disease or Illness and give it to the employee. In addition to completing items 19 through 34, the supervisor is responsible for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form must be sent to OWCP within ten working days after it is received. In a separate narrative statement attached to the form, the supervisor must:

- Describe in detail the work performed by the employee. Identify fumes, chemicals, or other irritants or situations that the employee was exposed to which allegedly caused the condition. State the nature, extent, and duration of the exposure, including hours per day and days per week requested above.
- Attach copies of all medical reports (including x-ray reports and laboratory data) on file for the employee.
- Attach a record of the employee's absence from work caused by any similar disease or illness. Have the employee state the reason for each absence.
- Attach statements from each co-worker who has first-hand knowledge about the employee's condition and its cause. (The co-workers should state how such knowledge was obtained.)
- Review and comment on the accuracy of the employee's statement requested above.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

### Item Explanations: Some of the items on the form which may require further clarification are explained below

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>14. Nature of the disease or illness<br/>Give a complete description of the disease or illness. Specify the left or right side if applicable (e.g., rash on left leg; carpal tunnel syndrome right wrist).</p> <p>19. Agency name and address of reporting office<br/>The name and address of the office to which correspondence from OWCP should be sent (If applicable the address of the personnel or compensation office).</p> <p>23. Name and address of physician first providing medical care<br/>The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.</p> | <p>24. First date medical care received<br/>The date of the first visit to the physician listed in item 23.</p> <p>32. Employee's Retirement Coverage<br/>Indicate which retirement system the employee is covered under.</p> <p>33. Was the injury caused by third party?<br/>A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the disease. For instance, manufacturer of a chemical to which an employee was exposed might be considered a third party if improper instructions were given by the manufacturer for use of the chemical.</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Employing Agency - Required Codes

Box a (Occupational Code), Box b (Type Code), Box c (Source Code), OSHA Site Code  
The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, Record Keeping and Reporting Guidelines.

OWCP Agency Code  
This is a four digit (or four digit two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

Authorization for Examination  
And/Or Treatment

U.S. Department of Labor  
Employment Standards Administration  
Office of Workers' Compensation Programs



The following request for information is authorized by law (5 USC 8101 et. seq.). Benefits and/or medical services expenses may not be paid or may be subject to suspension under this program unless this report is completed and filed as requested. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and OMB Cir. No. A-108.

OMB No.: 1215-0103  
Expires: 09-30-91

PART A - AUTHORIZATION

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service:

Memorial Hospital  
1245 Main Street, Tucson, AZ 85714

2. Employee's Name (last, first, middle)

DAY, Donald L.

3. Date of Injury (mo. day, yr.)

2-10-94

4. Occupation

Electrician

5. Description of Injury or Disease:

Fell approximately 15 feet from scaffold -- Right ankle extremely painful.

6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.

A. Your signature in item 35 of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.

B. ☒ 1. Furnish office and/or hospital treatment as medically necessary for the effects of this injury. Any surgery other than emergency must have prior OWCP approval.

☐ 2. There is doubt whether the employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.

7. If a Disease or Illness is Involved, OWCP Approval for Issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)

N/A

8. Signature of Authorizing Official:

9. Name and Title of Authorizing Official: (Type or print clearly)

Ronald Cane  
Chief, Electrical Shop

10. Local Employing Agency Telephone Number:

(602) 746-0001

11. Date (mo., day, year)

2-10-94

12. Send one copy of your report: (Fill in remainder of address)

U.S. DEPARTMENT OF LABOR  
Employment Standards Administration  
Office of Workers' Compensation Programs  
71 Stevenson Street, 2nd Floor  
San Francisco, CA 94105

13. Name and Address of Employee's Place of Employment:

Department of Agency USAF

Bureau or Office AWC

Local Address (including Zip Code)

836 CSG/DPC  
Davis-Monthan AFB AZ 85707

Public Burden Statement

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Information Management, Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

**PART B - ATTENDING PHYSICIAN'S REPORT**

14. Employee's Name (last, first, middle)

DAY, Donald L.

15. What History of Injury or Disease Did Employee Give You?

Employee fell from scaffold-injured right ankle

16. Is there any History or Evidence of Concurrent or Pre-existing Injury, Disease, or Physical Impairment?  
(If yes, please describe)

☐ Yes ☒ No

16a. IDC-9 Code

\_\_\_\_\_

17. What are Your Findings? (Include results of X-rays, laboratory tests, etc.)

Sprained right ankle

18a. IDC-9 Code

\_\_\_\_\_

19. Do You Believe the Condition Found was Caused or Aggravated by the Employment Activity Described? (Please explain your answer if there is doubt)

☒ Yes ☐ No

20. Did Injury Require Hospitalization?

☐ Yes ☒ No

If yes, date of admission (mo., day, year)

Date of discharge (mo., day, year)

21. Is Additional Hospitalization Required?

☐ Yes ☒ No

22. Surgery (If any, describe type)

23. Date Surgery Performed (mo., day, year)

N/A

24. What (Other) Type of Treatment Did You Provide?

25. What Permanent Effects, if Any, Do You Anticipate?

26. Date of First Examination (mo., day, year)

2-10-94

27. Date(s) of Treatment (mo., day, year)

2-10-94

28. Date of Discharge from Treatment  
(mo., day, year)

Not Yet

29. Period of Disability (mo., day, year) (If termination date unknown, so indicate)

Total Disability: From \_\_\_\_\_ To \_\_\_\_\_  
Partial Disability: From \_\_\_\_\_ To \_\_\_\_\_

30. Is Employee Able to Resume

☐ Light Work  
☐ Regular Work

Date:  
Date:

31. If Employee is Able to Resume Work, Has He/She been Advised?

☐ Yes ☐ No If Yes, Furnish Date Advised

32. If Employee is Able to Resume Only Light Work, Indicate the Extent of Physical Limitations and the Type of Work that Could Reasonably be Performed with these Limitations.

33. General Remarks and Recommendations for Future Care, if Indicated. If you have made a Referral to Another Physician or to a Medical Facility, Provide Name and Address.

34. Do You Specialize? ☐ Yes ☐ No (If yes, state specialty)

35. SIGNATURE OF PHYSICIAN. I certify that all the statements in response to the questions asked in Part B of this form are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statement or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution.

36. Address (No., Street, City, State, Zip Code)

37. Tax Identification Number

38. Date of Report

**MEDICAL BILL:** Charges for your services should be presented to the AMA standard "Health Insurance Claim Form" (AMA OP 407/408/409; OWCP-1500a, or HCFA 1500). Service must be itemized by Current Procedural Terminology Code (CPT 4) and the form must be signed.

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

## INSTRUCTIONS FOR AUTHORIZING OFFICIAL FOR COMPLETION OF PART A

### SELECTION OF PHYSICIAN

- A Federal employee injured by accident while in the performance of duty has the initial right to select a physician of his/her choice to provide necessary treatment. The supervisor shall immediately authorize examination and appropriate medical care by use of Form CA-16 issued to either a United States medical officer/hospital or any duly qualified physician/ hospital of the employee's choice.

If the employee elects to be treated by a private physician, a copy of the American Medical Association standards billing form (AMA OP 407/408/409; OWCP-1500a) should be supplied together with Form CA-16.

A physician who is debarred from the FECA program as provided at 20 CFR 10.450-457 may not be authorized to examine or treat an injured Federal employee.

Generally, 25 miles from the place of injury, employing agency, or the employee's home is a reasonable distance to travel for medical care; however, other pertinent factors must also be considered.

### PERIOD OF AUTHORIZATION

- Form CA-16 is valid for up to sixty days from date of issuance, and may be terminated earlier upon written notice from OWCP to the provider. It should not be used to authorize a change of physicians after the initial choice is exercised by the employee.

### FEDERAL MEDICAL FACILITIES

- U.S. medical facilities include Public Health Service, Military, or VA hospitals. Federal health service facilities (health units) established under 5 USC 7901 are not U.S. medical facilities as used herein (see 20 CFR 10.400).

### DEFINITION OF INJURY

- The term "injury" includes damage to or destruction of medical braces, artificial limbs and other prosthetic devices. Eyeglasses and hearing aids are included only if the damages were incidental to a personal injury which required medical services. Treatment for illness or disease should not be authorized unless approval is first obtained from OWCP.

### DEFINITION OF PHYSICIAN

- The term "physician" includes doctors of medicine (MD), surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors and osteopathic practitioners within the scope of their practice as defined by State law. The reimbursable services of chiropractors under the FECA are limited by statute to physical examination, related laboratory tests and X-rays to diagnose a subluxation of the spine; and treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated by X-ray.

### FORM COMPLETION

- Part A shall be completed in full by the authorizing official. The authorization is not valid unless the name and address of the physician or hospital is entered in Item 1 and the signature of the authorizing official appears in Item B. Check B1 or B2 or Item 6, whichever is appropriate. In case of illness or disease, only Box B2 may be checked.

Show the address of the proper OWCP Office in Item 12. Send original and one copy of Form CA-16 to the medical officer or physician. If issued for illness or disease, a copy must also be sent to OWCP.

### ADDITIONAL INFORMATION

- See 20 CFR and/or Chapter 810, Federal Personnel Manual (FPM).



## INFORMATION FOR PHYSICIAN

### YOUR AUTHORIZATION

- Please read Part A of Form CA-16. You are authorized to examine and provide treatment for the injury or disease described in Item 5, for a period of not more than 60 days from the date of issuance, subject to the conditions in Item 6. A physician who is debarred from the FECA program as provided at 20 CFR 10.450-457 may not be authorized to examine or treat an injured Federal employee. Authorization may be terminated earlier upon written notice from OWCP. For extension of the authorization to treat beyond the 60 day period, apply to the office shown in Part A, Item 12.

### USE OF CONSULTANTS AND HOSPITALS

- You may utilize consultants, laboratories and local hospitals, if needed. Authorize semi-private accommodations unless a private room is medically necessary. Ancillary treatment may be provided to a hospitalized employee as necessary.

### REPORTS

- After examination, complete items 14 through 38, of Part B, and send your report, together with any additional narrative or explanatory material, to the address listed in Part A, item 12. If the employee sustained a traumatic injury and is disabled for work, reports on Form CA 17, "Duty Status Report" may be required by the employing agency during the first 45 days of disability. If disability continues beyond 45 days, monthly reports should be submitted. Reports from all consultants are also required. Delay in submitting medical reports may delay payment of benefits.

### RELEASE OF RECORDS

- Injury reports are the official records of OWCP. They shall not be released to anyone nor may any other use be made of them without the approval of OWCP.

### BILLING FOR SERVICES

- OWCP requires that charges be itemized using the AMA standard "Health Insurance Claim Form" (AMA OP 407/408/409; OWCP-1500, or HCFA-1500). Each procedure must be identified, in Column 24 C of the form, by the applicable Current Procedural Terminology (4th edition) Code CPT 4). A copy of the form may be supplied by the employee at the time treatment is sought.
- Payment for chiropractic services is limited to charges for physical examinations, related laboratory tests, and X-rays to diagnose a subluxation of the spine; and treatment consisting of manual manipulation of the spine to correct a subluxation demonstrated by X-ray.

### TAX IDENTIFICATION NUMBER

- The provider's Tax Identification Number (TIN) is an important identifier in the OWCP system. To speed processing and to reduce inaccuracy of payment, the provider's TIN (Employer Identification Number or SSN) should be shown on all reports and billings submitted to OWCP. If possible, providers should decide on a single TIN - either corporate or personal - which is used consistently on OWCP claims.

### ADDITIONAL INFORMATION

- Contact the OWCP shown in Item 12 of Part A.

**Please Remove These Instructions Before Submitting Your Report.**

**Instructions for Completing Form CA-16,  
Request for Examination and/or Treatment**

Part A - Authorization. The official authorized to issue the Form CA-16 completes Items 1 through 13. (Obtain the required information from the employee.)

Item 1. Enter the full name and address of the physician or hospital selected by employee only AFTER VERIFYING THAT THE PHYSICIAN IS NOT LISTED AS BEING AN EXCLUDED PROVIDER UNDER THE FECA PROGRAM - AND - AFTER AN APPOINTMENT HAS BEEN MADE BY THE ISSUING AUTHORITY.

a. If issued to cover emergency care after the fact, enter "EMERGENCY CARE PROVIDED."

b. If issued due to a recurrence and if a form CA-16 is authorized, the source of care should be the same medical provider that previously provided care to ensure continuity of treatment. FORM CA-16 SHOULD RARELY BE ISSUED IN CASES OF RECURRENCE. IT MAY NOT BE ISSUED IF MORE THAN 6 MONTHS HAS ELAPSED SINCE THE EMPLOYEE LAST RETURNED TO WORK OR TO AUTHORIZE A CHANGE OF PHYSICIAN AFTER THE INITIAL CHOICE HAS BEEN EXERCISED BY THE EMPLOYEE.

Item 2. Employee's last name, first name, middle name (enter "NMN" if no middle name.

Item 3. Enter date of original injury. See Item 10 on the Form CA-1.

Item 4. Enter the employee's job title.

Item 5. Provide a DESCRIPTION of the injury. This information can assist the doctor. Item 14 on the Form CA-1 may contain information that will be helpful in completing this item.

Item 6. Check block "6B1" if there is no doubt as to the validity of injury. Check block "6B2" if there is doubt.

Item 7. If the CA-16 is issued for treatment of an occupational disease claim, enter the name of the OWCP official who authorized the Form CA-16.

Items 8-9. Identify the supervisor authorized to issue the form - The form must be signed.

Item 10. Enter the supervisor's telephone number.

Item 11. Enter the date the Form CA-16 was issued.

Item 12. Add the address of the servicing office of OWCP. The ICPA will forward it to OWCP.

Item 13. Add the address of the civilian personnel office authorized to process medical reports.

Part B. Items 14 through 38 must be completed by the treating physician (See Figure 2-19-sample letter to physician advising of light duty program.)

NOTE: Any time a Form CA-16 is issued, it guarantees payment even if block 6B2 is checked and even if the claim is denied.

Figure 810-22. CA-16 with Instructions.

## USE INSTALLATION LETTERHEAD

FROM: AAAA-BB

Date

SUBJECT: Federal Employees Injured at Work

TO: Amos B. Jackson, M.D.  
Street Address  
City, State, Zip Code

Dear Dr Jackson:

Our employee, James O. Smith, has sustained a job-related traumatic injury on 25 May 1994 which may entitle him to benefits under the Federal Employees' Compensation Act.

Before the Office of Workers' Compensation Programs (OWCP) can make a decision on the claim, they must have comprehensive medical evidence from the physician providing treatment for the injury. Accordingly, we request that you complete the enclosed form and give it to our injured employee when you have finished your examination. A medical release form has been completed by our injured employee and is forwarded for your retention.

We are willing to accommodate partially disabled employees with suitable light- or limited-duty assignments. We can and will provide light- or limited-duty assignments in strict accordance with any physical limitations you impose. If you feel the employee cannot perform any type of work, please send us a prognosis of when return to work may be possible in either a limited or full capacity.

Please submit your bill on the enclosed billing form HCFA-1500 and return it in the self-addressed envelope.

Thank you for your time and cooperation. If I can be of any assistance, please call me at 522-0001.

Sincerely,

- 3 Encl  
1. CA-16  
2. HCFA-1500 w/Envelope  
3. Med Release

MELVIN A. BROWN  
Injury Compensation Program  
Administrator

Figure 810-23. Sample Letter to Physician with CA-16.

## These Are Documents For The Doctor!



*ACS Billing Card, Light Duty Card,*

*CA-17 Duty Status Report*

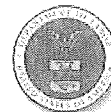
*CA-20 Attending Physician Report*

**Cards for the Doctor & Report Forms to HR!**

# Attending Physician's Report

## U.S. Department of Labor

Office of Workers' Compensation Programs



### Record of Examination

1. Patient's name	Last	First	Middle	2. Date of Injury mo. day yr.	3. OWCP File Number	OMB No. 1240-0046 Expires: 10-31-2014
4. What history of injury (including disease) did patient give you?						
5. Is there any history or evidence of concurrent or pre-existing injury or disease or physical impairment? (If yes, please describe) <input type="checkbox"/> Yes <input type="checkbox"/> No						ICD-9 Code _____
6. What are your findings? (Include results of X-Rays, laboratory reports, etc.)						
7. What is your diagnosis?						ICD-9 Code _____
8. Do you believe the condition found was caused or aggravated by an employment activity? (Please explain answer) <input type="checkbox"/> Yes <input type="checkbox"/> No						
9. Did injury require hospitalization? If no, go to item # 13 <input type="checkbox"/> Yes <input type="checkbox"/> No		10. Date of admission mo. day yr.		11. Date of discharge mo. day yr.		12. Additional Hospitalization required If Yes, describe in "Remarks" (Item 25) <input type="checkbox"/> Yes <input type="checkbox"/> No
13. What treatment did you provide?						
14. Date of first examination mo. day yr.		15. Date(s) of treatment: mo. day yr.      mo. day yr.      mo. day yr.			16. Date of discharge from treatment mo. day yr.	
17. Period of total disability From mo. day yr. Thru mo. day yr.		18. Period of Partial Disability From mo. day yr. Thru mo. day yr.			19. Date employee able to resume light work mo. day yr.	
20. Date employee is able to resume regular work mo. day yr.		21. Has employee been advised that he/she can return to work? <input type="checkbox"/> Yes <input type="checkbox"/> No			22. If yes, on what date was he/she advised? mo. day yr.	
23. If employee is able to resume only light work, indicate the extent of physical limitations and the type of work that could reasonably be performed with these limitations. (Continue in item #25 if necessary.)					24. Are any permanent effects expected as a result of this injury? If yes, describe in item #25. <input type="checkbox"/> Yes <input type="checkbox"/> No	
25. Remarks						

26. If you have referred the employee to another physician provide the following:			Specialty
Name			27. What was the reason for this referral?  <input type="checkbox"/> Consultation <input type="checkbox"/> Treatment
Address			
City	State	ZIP	

Signature			
28. I certify that the statements in response to the questions asked above are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statements or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution. Signature of Physician _____ Date _____			
29. Name of Physician			30. Tax ID Number
Address			31. Do you specialize? <input type="checkbox"/> Yes <input type="checkbox"/> No
City	State	ZIP	
32. If yes, indicate specialty			

## INSTRUCTIONS TO PHYSICIAN FOR COMPLETING ATTENDING PHYSICIAN'S REPORT

1. COMPLETE THE ENTRIES 1-32 ON THE FORM; AND
2. IF DISABILITY HAS NOT TERMINATED, INDICATE IN ITEM 17; AND
3. SEND THE FORM AND YOUR BILL TO:

OFFICE OF WORKERS' COMPENSATION PROGRAMS  
DOL DFEC Central Mailroom  
PO Box 8300  
London, KY 40742-8300

**IMPORTANT:** A MEDICAL REPORT IS REQUIRED BY THE OFFICE OF WORKERS' COMPENSATION PROGRAMS BEFORE PAYMENT OF COMPENSATION FOR LOSS OF WAGES OR PERMANENT DISABILITY CAN BE MADE TO THE EMPLOYEE. THIS INFORMATION IS REQUIRED TO OBTAIN OR RETAIN A BENEFIT (5 U.S.C. 8101, et seq.).

IF YOU HAVE SUBMITTED A NARRATIVE MEDICAL REPORT OR A FORM CA-16 TO OWCP WITHIN THE PAST 10 DAYS, YOU NEED NOT SUBMIT THIS FORM CA-20.

OWCP REQUIRES THAT MEDICAL BILLS, OTHER THAN HOSPITAL BILLS, BE SUBMITTED ON THE AMERICAN MEDICAL ASSOCIATION HEALTH INSURANCE CLAIM FORM, HCFA 1500/OWCP-1500.

## INSTRUCTIONS FOR THE INJURED WORKER/ EMPLOYING AGENCY

Compensation for wage loss cannot be paid unless medical evidence has been submitted supporting disability for work during the period claimed. For claims based on traumatic injury and reported on Form CA-1, the employee should detach Form CA-20 and complete items 1-3 on the front. The form should be promptly referred to the attending physician for early completion. If the claim is for occupational disease, filed on Form CA-2, a medical report as described in the instructions accompanying that form is required in most cases. The employee should bring these requirements to the physician's attention. It may be necessary for the physician to provide a narrative medical report in place of or in addition to Form CA-20 to adequately explain and support the relationship of the disability to the employment.

For payment of a schedule award, the claimant must have a permanent loss or loss of function of one of the members of the body or organs enumerated in the regulations (20 C.F.R. 10.404). The attending physician must affirm that maximum medical improvement of the condition has been reached and should describe the functional loss and the resulting impairment in accordance with the American Medical Association Guides to the Evaluation of Permanent Impairment.

## NOTICE

If you have a substantially limiting physical or mental impairment, Federal disability nondiscrimination law gives you the right to receive help from DFEC in the form of communication assistance, accommodation and modification to aid you in the FECA claims process. For example, we will provide you with copies of documents in alternate formats, communication services such as sign language interpretation, or other kinds of adjustments or changes to account for the limitations of your disability. Please contact our office or the claims examiner to ask about this assistance.

# Duty Status Report

## U.S. Department of Labor

Employment Standards Administration  
Office of Workers' Compensation Programs



This form is provided for the purpose of obtaining a duty status report for the employee named below. This request does not constitute authorization for payment of medical expense by the Department of Labor, nor does it invalidate any previous authorization issued in this case. This request for information is authorized by law (5 USC 8101 et seq.) and is required to obtain or retain a benefit. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and the OMB Cir. A-108. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1215-0103  
Expires: 08-31-02

OWCP File Number  
(If known)

### SIDE A - Supervisor: Complete this side and refer to physician

### SIDE B - Physician: Complete this side

1. Employee's Name (Last, first, middle)
2. Date of Injury (Month, day, yr.)
3. Social Security No.
4. Occupation
5. Describe How the Injury Occurred and State Parts of the Body Affected
6. The Employee Works  
Hours Per Day Days Per Week
7. Specify the Usual Work Requirements of the Employee. Check Whether Employee Performs These Tasks or is Exposed Continuously or Intermittently, and Give Number of Hours.

8. Does the History of Injury Given to You by the Employee Correspond to that Shown in Item 5? ☐ Yes ☐ No (If not, describe)
9. Description of Clinical Findings
10. Diagnosis Due to Injury
11. Other Disabling Conditions
12. Employee Advised to Resume Work?  
☐ Yes, Date Advised \_\_\_\_/\_\_\_\_/\_\_\_\_ ☐ No
13. Employee Able to Perform Regular Work Described on Side A?  
☐ Yes, If so ☐ Full-Time or ☐ Part-Time \_\_\_\_\_ Hrs Per Day  
☐ No, If not, complete below:

Activity	Continuous	Intermittent		Continuous	Intermittent	
a. Lifting/Carrying: State Max Wt.	#lbs.	#lbs.	Hrs Per Day	#lbs.	#lbs.	Hrs Per Day
b. Sitting			Hrs Per Day			Hrs Per Day
c. Standing			Hrs Per Day			Hrs Per Day
d. Walking			Hrs Per Day			Hrs Per Day
e. Climbing			Hrs Per Day			Hrs Per Day
f. Kneeling			Hrs Per Day			Hrs Per Day
g. Bending/Stooping			Hrs Per Day			Hrs Per Day
h. Twisting			Hrs Per Day			Hrs Per Day
i. Pulling/Pushing			Hrs Per Day			Hrs Per Day
j. Simple Grasping			Hrs Per Day			Hrs Per Day
k. Fine Manipulation (Includes keyboarding)			Hrs Per Day			Hrs Per Day
l. Reaching above Shoulder			Hrs Per Day			Hrs Per Day
m. Driving a Vehicle (Specify)			Hrs Per Day			Hrs Per Day
n. Operating Machinery (Specify)			Hrs Per Day			Hrs Per Day
o. Temp. Extremes			range in degrees F			range in degrees F
p. High Humidity			Hrs Per Day			Hrs Per Day
q. Chemicals, Solvents, etc. (Identify)			Hrs Per Day			Hrs Per Day
r. Fumes/Dust (Identify)			Hrs Per Day			Hrs Per Day
s. Noise (Give dBA)			dBA Hrs Per Day			dBA Hrs Per Day

t. Other (Describe)

14. Are Interpersonal Relations Affected Because of a Neuropsychiatric Condition? (e.g. Ability to Give or Take Supervision, Meet Deadlines, etc.) ☐ Yes ☐ No (Describe)

15. Date of Examination	16. Date of Next Appointment
17. Specialty	18. Tax Identification Number
19. Physician's Signature	20. Date

# INSTRUCTIONS FOR COMPLETING DUTY STATUS REPORT (CA-17)

**SUPERVISOR:** Complete Side A and refer the form to the physician to complete Side B. Fill in the address of the Employing Agency and the appropriate OWCP District Office in the spaces below. Enter the OWCP file number in the top right corner.

**PHYSICIAN:** Complete Side B, sign and return to the employing agency within 2 days to prevent interruption of the employee's income. Fill in your name and address.

Medical Facility Name and Address

Send Original Report to:

Employing Agency Address

Send a Copy of This Report to:

OFFICE OF WORKERS' COMPENSATION PROGRAMS

**CERTIFICATION:** BY SIGNING BLOCK 19 ON THE FRONT OF THIS FORM, THE PHYSICIAN CERTIFIES AS FOLLOWS:

I CERTIFY THAT ALL THE STATEMENTS IN RESPONSE TO THE QUESTIONS ASKED ON THIS FORM CA-17 ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. FURTHER, I UNDERSTAND THAT ANY KNOWINGLY FALSE OR MISLEADING STATEMENT, OR MISREPRESENTATION OR CONCEALMENT OF MATERIAL FACT, MAY SUBJECT ME TO FELONY CRIMINAL PROSECUTION.

I FURTHER UNDERSTAND THAT THIS REQUEST DOES NOT CONSTITUTE AUTHORIZATION FOR PAYMENT OF MEDICAL EXPENSES BY THE DEPARTMENT OF LABOR, NOR DOES IT INVALIDATE ANY PREVIOUS AUTHORIZATION ISSUED IN THIS CASE.

## Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the OWCP, U.S. Department of Labor, Room S-3229, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

**DO NOT SEND THE COMPLETED FORM TO THIS OFFICE**



**ACS**  
(Department of Military Affairs  
Joint Forces Headquarters)

FEDERAL EMPLOYEES ARE COVERED BY THE U. S. DEPT OF LABOR, FEDERAL  
EMPLOYEES COMPENSATION ACT (FECA) FOR WORK-RELATED INJURIES.

**Provider Enrollment Address:**

Affiliated Computer Services (ACS) - Enrollment Unit  
Department of Labor (DOL), PO Box 14600  
Tallahassee, FL 32317-4600

National Guard Federal Workers Compensation Contact (ICPA):

Name **Kenneth Young** Phone **(608) 242-3711**

*This card is provided for informational purposes only and is not a guarantee of payment. (1 of 2)*

**ACS**

**Submit Medical Bills & Medical Documentation/Correspondence to:**

U.S. Dept of Labor - OWCP, PO Box 8300, London, KY 40742-8300

Phone: (850) 558-1818 or (866) 335-8319 Toll Free IVR

ACS authorization fax # (800) 215-4901

ACS Website: <http://owcp.dol.acs-inc.com>

Prescription Benefit Inquiries: 1-866-664-5581

**Provider Checklist:**

- ☐ Provider enrolled with ACS/ ACS provider number on bill
- ☐ FECA Case # on medical bill & documentation
- ☐ Medical documentation submitted to the Department of Labor (DOL)
- ☐ Prior authorization requested
- ☐ Diagnosis code obtained from injured employee/ copy of DOL letter

*This card is provided for informational purposes only and is not a guarantee of payment. (2 of 2)*

## FEDERAL TECHS LIGHT DUTY

(Department of Military Affairs  
Joint Forces Headquarters)

FEDERAL EMPLOYEES ARE COVERED BY THE U. S. DEPT OF LABOR, FEDERAL EMPLOYEES COMPENSATION ACT (FECA) FOR WORK-RELATED INJURIES.

The Wisconsin National Guard has a light duty program

The Technician is required to maintain contact with supervisor whenever change of condition happens or continued total disability

The policy modifies duty assignments for technicians who present written medical

The Technician is required to inform the physician that light duty is available

National Guard Federal Workers Compensation Contact (ICPA):

Name Kenneth Young      Phone (608) 242-3711

*This card is provided for informational purposes only and is not a guarantee of payment. (1 of 2)*

## FEDERAL TECHS LIGHT DUTY

(Department of Military Affairs  
Joint Forces Headquarters)

Once medical report indicates the technician is no longer totally disabled, he/she will be required to accept any reasonable suitable limited duty

The limited duty will be based on the physicians report stating types of work that can or cannot be performed.

Immediate supervisor is responsible for coordinating with HRO/ICPA and assisting with identifying light duty assignment

If technician has to be reassigned based on light duty the offer has to be in writing

The offer must be confirmed in writing within 48 hours to be valid.

The technician is required to adhere to limited duty until cleared for full duty by medical provider in writing.

National Guard Federal Workers Compensation Contact (ICPA):

Name Kenneth Young      Phone (608) 242-3711

*This card is provided for informational purposes only and is not a guarantee of payment. (2 of 2)*

# Human Resource Development & Training

*National Guard  
Technician Personnel Management Course*

---

---

---

---

---

---

---

## Learning Techniques

- 10% of what we **read**
- 20% of what we **hear**
- 30% of what we **see**
- 50% of what we **see** and **hear**
- 70% of what we **say as we talk**
- 90% of what we **say as we do a thing**

2

---

---

---

---

---

---

---

## Agenda

1. Initial Meeting with Employee
2. Professional Development
3. Training and Travel Budget
4. Technician Training
5. Training Requests (SF182)
6. Training Certificates
7. Technician Travel - DTS
8. Performance Improvement Planning
9. Resources

3

---

---

---

---

---

---

---

## Meeting with Employee

- Meet with employee within first week of hire.
- Review Supervisor Work Folder
- Identify supervisor's expectations
- Review and discuss current Position Description with employee
- Determine job objectives

4

---

---

---

---

---

---

---

## Professional Development

- Individual Development Plan (IDP)
  - Required for all employees in a target grade
  - Identifies training and OJT requirements
  - Used as a tracking tool
  - Gives employee goals to achieve
  - If required, must be on file with J1-HRDS within 30 days of hire
- Highly recommend ALL employees have an IDP

5

---

---

---

---

---

---

---

## Training and Travel Budget

- Initial annual forecast submitted in September
- Mid-term forecast submitted in March
- Supervisor to submit forecasts to Director or training coordinator
- Funding to be used after Allotment is received
- Remaining funds are returned to USPFO – Quarterly
- September and October are non-travel months; Critical need only and must be Priority 1

6

---

---

---

---

---

---

---

## Training and Travel Budget

### Training Priorities

- Priority 1 – Statutory
- Priority 2 – Regulatory/Risk Management
- Priority 3 – Conversion/Reorganization
- Priority 4 – Modernization (Updated)
- Priority 5 – Operational Skills
- Priority 6 – Professional Development

7

---

---

---

---

---

---

---

## Technician Training

- Must be relevant to current position description
- Training is within current fiscal year forecast
- Employee must be in technician status
- Employee must be on a Permanent or Indefinite Appointment
- Temporary Appointment
  - Training must be a critical need (Priority 1-Statutory)
  - Written justification from Director

8

---

---

---

---

---

---

---

## Mandatory Training for Technicians

- New Employee Orientation Course
- NG Technician Personnel Mgmt Course
- Supervisor Refresher Course
- Ethics
- Information Assurance
- First-Line Supervisor OSHA Certification
- Budget Courses – Role Specific
- Government Travel Card Initial Course
- Government Travel Card Refresher Course

9

---

---

---

---

---

---

---

## Courses at PEC and ATRRS

- Technicians will submit training requests to J1-HRDS for course registration
- Once processed, J1-HRDS will provide available class dates to employee
- J1-HRDS will submit Application through ATRRS
- Units may not input ATRRS Applications for technicians

10

---

---

---

---

---

---

---

## Courses not funded

- Professional Military Education
  - MOS
  - AFCS
  - Officer Career Courses
- College courses relevant to a degree
- Certifications not required for current position

11

---

---

---

---

---

---

---

## Request for Training (SF182)

- *OPM Training Policy Handbook*

"The Training Authorization Form is used for requesting, approving, and certifying payment for attendance at meetings, conferences, seminars, courses, and symposia where the primary purpose is to train an employee...."

12

---

---

---

---

---

---

---

## Request for Training (SF182)

- Employee to complete SF182
  - Section B, Block 19: Government Travel Card: Yes
- Immediate Supervisor to electronically sign in Section D, Blocks 1a-e
- Route to Training Coordinator within Directorate to bump against FY Forecast; electronically signs Section D, Blocks 3a-e
- Forward to J1 HR Development Section (J1-HRDS) for review and processing

13

---

---

---

---

---

---

---

## Request for Training (SF182)

- Supporting documentation to be included with each SF182 request
  - Agenda, MOI, LOI, Flyer, Web Link, Travel Instructions, Confirmation of Registration, Course Scope
- J1-HRDS will complete registration for fees over \$500.00
- J1-HRDS will submit ATRRS applications for all PEC courses.

14

---

---

---

---

---

---

---

## Training Certificates

- Employee to forward training certificates to J1-HRDS
- J1-HRDS will maintain electronic training folder in DCPDS
- Employee can monitor training folder within MyBiz
- Employee may forward copies of the official college transcript to J1-HRDS for education updates

15

---

---

---

---

---

---

---

## Defense Travel System

- Assist new employee in creating a technician profile within DTS
- Follow Joint Travel Regulations (JTR), Volume 2 and WI ARNG Business Travel Rules
- May not submit DTS Authorization without approved SF182 by J1-HRDS
- Government Travel Card is a requirement for all technicians and will be used for airfare, hotel, and rental car

16

---

---

---

---

---

---

---

## Defense Travel System

Effective 1 Oct 2012 and IAW WI ARNG Business Travel Rules:

- DTS Authorization must be "Authorized" at least 72 Hours in advance of travel start date
- Flights cannot be modified on the same business day for the convenience of the traveler (i.e. class releases ahead of schedule)

17

---

---

---

---

---

---

---

## Performance Improvement Plan (PIP)

- Under achieving (below a 3 in PAA) technicians may be placed on a Performance Improvement Plan (PIP)
- Can be placed on a PIP any time
- PIPs are typically for 90-120 days
- Usually issued along with mid-term review
- Are considered a temporary document in Supervisor Work Folder

18

---

---

---

---

---

---

---



## Performance Improvement Plan (PIP)

- J1-HRDS will assist supervisor with drafting PIP and completing package
- Labor Relations Specialist will assist supervisor and review PIP
- J1-HRDS will track progress of improvement
- Documentation required:
  - Annotations within Supervisor Work Folder 904-1 Form
  - Supporting Documentation

19

---

---

---

---

---

---

---

## Resources

- Technician HR Development Program dtd 14 Sep 07-TPR 400
- Joint Travel Regulation, Volume 2
- WI ARNG Business Travel Rules
- Appraisal Program (CNGBI 1504.30) dtd 31 Jul 12; replaces the TPR 430
- FY13 Budget Execution Guidance

20

---

---

---

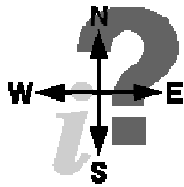
---

---

---

---

## Questions



21

---

---

---

---

---

---

---

# Supervisor Work Folder & Record Keeping

*National Guard  
Technician Personnel Management Course*

---

---

---

---

---

---

---

## PURPOSE OF A WORK FOLDER

***Provides easy access to  
subordinate information to  
help...***

~you, the supervisor, to meet  
personnel management  
obligations, and

~ your subordinate personnel by  
recording their career  
accomplishments as well as  
their job performance



2

---

---

---

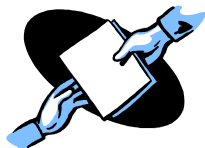
---

---

---

---

## HANDOUT



3

---

---

---

---

---

---

---

## **WORK FOLDER CONTENTS**

- Supervisor Record of Personnel Employment (NGB Form 904-1 or automated Supervisor's Brief)
- Emergency Information
- Performance-related Records
- Conduct-related Records
- Supervisor's Checklist



4

---

---

---

---

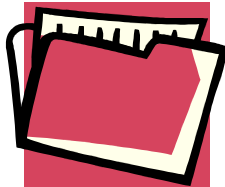
---

---

---

## **WORK FOLDER CONTENTS**

- Leave Schedule
- Requests for Personnel Action (SF-52)
- Training-related documents
- Current position description



5

---

---

---

---

---

---

---

## **WORK FOLDER CONTENTS**

- Special qualifications verification documents
- Awards or Commendations



6

---

---

---

---

---

---

---

## **PROHIBITED DOCUMENTS**

- Resumes
- Security Investigations
- Employee's photograph
- Sticky Notes
- Self-ID of Medical Disability (SF-256)
- Medical Information
- Letters of Indebtedness
- Training Certificates (other than certifications)

7

---

---

---

---

---

---

---

## **CARE AND DISPOSITION**

- Maintained in lockable file/desk at supervisor's work site or nearby
- Retained indefinitely if relevant to supervisory responsibilities
- Moved to a new supervisor when employee is reassigned
- Destroyed 90 days after employee separates or is separated



8

---

---

---

---

---

---

---

## **WORK FOLDER ACCESS**

- The employee and any other(s) she/he authorizes in writing
- Supervisors/managers in the direct chain of command
- Persons conducting official authorized activities
- Persons acting IAW state union contract(s)

9

---

---

---

---

---

---

---

## Reference

Technician Personnel Regulation 293-31  
– Subchapter S8

10

---

---

---

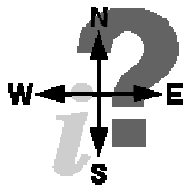
---

---

---

---

## Questions



11

---

---

---

---

---

---

---

# SUGGESTED DESIGN FOR SUPERVISOR'S WORK FOLDER

## SECTION ONE

- NGB 904-1 Supervisor's Record of Technician Employment
- SF 50 Notification of Personnel Action (Removed after posting to the NGB 904-1)
- SF 52 Request for Personnel Action (Removed after receiving the SF 50)
- RP721 Employee Brief, Training and Emergency Contact Data
- MEMO Orientation of New Employee
- Supervisor's Checklist

## SECTION TWO

- Copy of the employee's current Position Description (PD)
- Individual Development Plans and Performance Improvement Plans  
(Remove after completion or no longer applicable)
- Training Documentation

## SECTION THREE

- DMA Form 430 Performance Standards & Critical Elements
- Notice of completion of Trial/Probationary Period

## SECTION FOUR

- DMA Form 430-1 Performance Appraisals (to be maintained for three (3) years)

## SECTION FIVE

- NGB Form 32 Supporting Documentation for Award or Commendation Recognition  
(Removed after action is completed)

## SECTION SIX

- Leave Records (Optional)
- Form SF 71 Leave Request (Optional)

31 August 1988

TPR 293-31  
S8

SUBCHAPTER S8(ADDED). SUPERVISOR'S WORK FOLDER

S8-1. PURPOSE AND SCOPE

a. Supervisor work folders provide a system for keeping information about those supervised. First-level supervisors keep separate work folders for each technician; higher-level supervisors are not permitted to maintain duplicate work folders.

b. Work folders are part of the Employee Performance File System addressed in subchapter S5 of FPM Supplement 293-31 and are subject to the Privacy Act and Freedom of Information Act.

S8-2. TYPE OF FOLDER, LOCATION AND SAFEGUARDS

a. Supervisors use standard manila folders with the technician's name written on them. A supervisor will not use SFs 66, Official Personnel Folder, as work folders.

b. Folders are normally kept at the supervisor's work site. However, other locations may be used if the work site cannot protect folders from casual access, inappropriate disclosure, and invasion of personal privacy.

S8-3. CONTENT

The following documents are normally maintained in a supervisor work folder:

a. NGB Form 904-1, Supervisor's Record of Technician Employment, is the only authorized supervisory employment record; the SF 7-B or AF Form 971 will not be used to record technician data. SPMO completes items 1 through 7 from available records and advises the technician to notify his/her supervisor when data changes. The remainder of the form is self-explanatory.

b. Performance-related records may be maintained for no more than 3 years. They include but are not limited to performance elements/standards and ratings of record; records kept to track performance; documents concerning reconsideration/appeal of performance-related matters; performance improvement plans; and memorandums or notations of performance counseling.

31 August 1988

c. Conduct-related records are maintained until no longer relevant to a continuing or recurring problem. Only letters of reprimand contain specific disposition dates. Since the SPMO maintains the official file, a supervisor would have no need to keep copies of adverse action records once the action is completed (notations on NGB Form 904-1 is sufficient).

d. Leave schedules prepared annually to assure timely use of annual leave may be filed in work folders or in a central location.

e. Copies of SF 52, Request for Personnel Action, may be kept until action is completed.

f. Copies of correspondence or forms related to training may be kept until training is completed. Training plans may be kept until no longer relevant.

g. Current position descriptions for each basic position may be filed in work folders or maintained in a central location.

h. Documents required for the position (e.g., copies of licenses, professional accreditation, certificate documenting proficiency with equipment or tools used, and firearms proficiency) may be retained until updated.

i. Other records which are valuable in reaching decisions on what course of action to take with regard to technician's employment.

j. Copies of documents supporting an award or commendation may be kept until action is completed.

k. AF Form 55, Employee Safety and Health Record.

l. Military appraisal required by TPR 300(351) are replaced annually.

NOTE: Letting a technician know that information has or will be added to the work folder can help to reinforce both positive and negative events.

#### S8-4. DOCUMENTS PROHIBITED

The following documents are prohibited from being filed in a supervisor's work folder:

a. Copies of SFs 50 once the NGB Form 904-1 has been posted. The employee copy of the SF 50 will be given to the technician concerned. If it is other than the employee copy, it will be destroyed.

b. Security investigative records or reports.

c. Pre-employment vouchers or telephone inquiry notation.



d. Letters of indebtedness which have no bearing on a technician's ability to perform his/her duties or the reputation of the National Guard.

e. Medical records.

f. SF 181, Race and National Origin Identification, or SF 256, Self-identification of Medical Disability.

g. Photographs of personnel.

h. Training certificates.

i. Resumes.

j. Personal notes as outlined in S8-6.

#### S8-5. ACCESS

Upon request, a technician must be allowed to review the work folder pertaining to him/her. Technicians wishing to provide access to another person must provide the supervisor written notification which specifically identifies the person to be given access and the records to be provided. The record can be disclosed to other officials/employees who have a need for the record in the performance of their duties.

#### S8-6. PERSONAL NOTES

Personal notes maintained as memory aids are not official agency records and are not subject to the Privacy Act because they are (a) retained for the personal use of the supervisor; (b) are not circulated or shown to anyone else; and (c) are retained or discarded solely as the supervisor sees fit (not under regulatory control). Such notes may not be maintained in the work folder (see paragraph S8-4j above).

#### S8-7. RETENTION AND DISPOSITION

a. Except as outlined in paragraph S8-3, work folder records can be retained indefinitely, provided they are relevant and necessary in carrying out supervisory responsibilities.

b. Work folders will be destroyed within 90 calendar days after an action occurs which separates the technician from employment in a particular State. SPMOs can have supervisors destroy work folders or may require the folders be sent to the SPMO for review and disposition.

31 August 1988

TPR 293-31  
Appendix D

APPENDIX D (ADDED).

EXAMPLE OF AN  
EMPLOYEE PERFORMANCE FILE SYSTEM INSTRUCTION

1. Purpose and Scope: The Employee Performance File System (EPFS) provides a method for maintaining performance-related records that:

- a. Assist rating officials in monitoring and rating performance;
- b. Provide technicians with information on their actual performance and how their performance may be improved; and
- c. Form the basis for decisions involving pay, assignment, reassignment, promotion, reward, training, retention standing, reduction in grade, or removal actions.

2. Location: Performance-related records for each technician are maintained in separate Employee Performance Folders (EPFs) located in the Support Personnel Management Office (SPMO) and in supervisor's work folders (see subchapter S8(ADDED)). Performance data is maintained as part of the National Guard Bureau and this State's technician computer data base.

3. Type of Folders: A (enter type of folder used) is used in the SPMO. Supervisor work folders are standard manila folders with the technician's name written on them.

4. Manager: The SPMO has overall responsibility for the EPFS with the (enter title of position) delegated responsibility for day-to-day operation.

5. Contents: The following list represents performance-related records most likely found in the EPF.

- a. Performance elements/standards.
- b. Technician ratings of records.
- c. Military appraisal required by TPR 300(351).
- d. Documents created during the request for reconsideration/appeal process.
- e. Documents concerning the denial of a within-grade increase or reflecting that a request for reconsideration has been made and its outcome. (This does not eliminate the need to establish separate reconsideration files as outlined in 5 C.F.R. 531.410(a)(2)).

31 August 1988

f. Records documenting the action of the State Impartial Review Board or State Performance Standards Review Board.

g. Records kept during a rating period to track performance (e.g., quality control records and production records).

h. Performance improvement plans, memorandums or notations of counseling or progress review sessions including those made on NGB Form 904-1.

i. Other records which are valuable in reaching decisions on what course of action to take with regard to a technician's performance.

j. Documents supporting an award or commendation based on performance (e.g., NGB Form 32).

k. Requests or recommendations for training along with any related records regarding selection, nonselection or performance while attending training. Copy 1, DD Form 1556 will continue to be filed in the OPF.

l. Documents required by the position (e.g., copies of licenses, professional accreditation, certificates documenting proficiency with equipment or tools used and firearms proficiency).

6. Safeguards and access: All EPFS records will be protected against casual access; inappropriate disclosure to management officials or others outside this agency; and inappropriate invasion of personal privacy. Those maintaining EPFS records must use caution and discretion in securing and disclosing such records. Retrieval of computer-based performance data is by access code with audit trail. Access by a technician or representative to EPFS records will be handled in the same manner as access to OPFs.

7. Freedom of Information Act (FOIA) and Privacy Act: All records in the EPFS are subject to the FOIA and Privacy Act; Office of Personnel Management (OPM) and NGB regulations implementing these Acts; and are part of OPM's Government-wide Privacy Act system of records identified as OPM/GOVT-2.

8. Retention and disposition of EPFS records: EPFS records (manual/automated) are generally retained for a maximum of 3 years. Obsolete documents may be torn into pieces to preclude reconstruction and placed in regular trash containers, and magnetic tapes/disks are erased. When practical and cost-effective, records may be marked obsolete and returned to the technician concerned. The following specific rules apply:

a. Unless related to an ongoing proceeding, performance ratings and any documents related to that rating (e.g., standards, summary ratings, quality control records, reconsideration/appeal records, award documentation, counseling notations and WIG documentation) will be retained for 3 years. The

3-year timeframe begins from the date of final action on the performance rating; that could be the date of the approving official's signature on the rating or, if appealed, the date of final action on appeal.

b. An EPFS record needed in connection with an administrative or judicial proceeding may be retained as long as needed, but it cannot be used as a basis for future actions.

c. The 3-year retention schedule does not apply when an administrative or judicial ruling requires earlier removal.

d. If a technician's performance continues to be acceptable for 1 year, the performance improvement plan will be removed from the EPFS. The 1 year begins from the date of the plan.

e. Automated EPFS records may be kept beyond the 3-year retention deadline for statistical analysis only. Such records cannot be used as a basis for future actions.

f. Documents required by the position (e.g., licenses and proficiency certificates) are maintained until updated.

g. When a technician leaves this State's employment, any performance ratings that are 3 years old or less, along with the performance plan upon which the latest rating is based, are sent with the OPF to either the next servicing personnel office or to the National Personnel Records Center (NPRC). Any required summary rating must also be forwarded with the OPF. (This does not include military appraisals required by TPR 300(351)). All other performance-related records of former technicians will be disposed of within 1 year after separation from employment. If the technician is employed back in the State prior to record destruction, the EPFS documents will be purged for outdated material.

h. When an OPF is received from NPRC, performance ratings and supporting documents more than 3 years old will be disposed of. This includes a review of the permanent side of the OPF to ensure that previously authorized long-term ratings of "Outstanding" and "Unsatisfactory" are no longer on file.

i. Military appraisals required by TPR 300(351) are replaced annually.

# EMPLOYEE WORKCENTER CHECKLIST

## **BEFORE THE EMPLOYEE REPORTS:**

The arrival of a new employee is an event of significance in the work unit. Preparation should communicate this significance to the existing staff as well as to the new employee. The items on the checklist below are designed to aid the supervisor in accomplishing a smooth assimilation of the new employee into the unit both professionally and personally.

\_\_\_\_\_ **Prepare the new hire's workstation.**

Equipment and supplies should be present and in working order. At a minimum, the employee should have everything necessary to accomplish the work expected during the first week.

\_\_\_\_\_ **Inform the staff of the new hire.**

Make sure the new person's name, title, and job responsibilities are made clear to everyone to avoid misunderstanding and to clarify any aid that each member of the staff can give the new employee.

\_\_\_\_\_ **Establish training timeframes and resources.**

Clearly schedule all required formal training; make sure that definite times and locations are indicated. Outline all informal "on-the-job" training with regard to purpose and timeframe. Prepare any job aids that can be helpful and have them present and ready for demonstration and use.

\_\_\_\_\_ **Review the Job Description to target development in skills, functions, and tasks.**

Clearly delineate any development plan that the new hire will be expected to follow. Include the purpose, the outcomes expected and the projected timeframe. If the employee will be expected to attend classes away from the unit workplace, include a schedule and location.

\_\_\_\_\_ **Arrange some work for the employee to do on the first day.**

Select tasks that are indicative of the employee's abilities. The new employee will feel some accomplishment and any major problems with task fulfillment will become apparent as soon as possible.

## **WHEN THE NEW EMPLOYEE REPORTS:**

The following objectives should be accomplished by the supervisor:

\_\_\_\_\_ **Introduction to coworkers, contacts in other departments, and management.**

\_\_\_\_\_ **Provide employee with a copy of their Position Description.**

\_\_\_\_\_ **Establish an Individual Development Plan (IDP); required for all target grade employees.**

(Use the NGB 650 and work with the HRDS. Form must be completed and forwarded to HRDS for signature NLT two weeks after the employee completes the Orientation Course.)

\_\_\_\_\_ **Go over the Performance Appraisal Application (PAA); explain and assure understanding of the critical elements the employee should add in PAA when creating their plan.**

- \_\_\_\_\_ Rating Period
- \_\_\_\_\_ Job Responsibilities/expectations; give special attention to monitoring procedures, measurable expectations and any critical responsibilities
- \_\_\_\_\_ Tell the new employee when to expect the first performance review

\_\_\_\_\_ **Explain how the job fits the department's and organization's missions.**

\_\_\_\_\_ **Clarify expected work habits and ethics.**

\_\_\_\_\_ **Clarify professional development and career advancement opportunities.**

\_\_\_\_\_ **Explain how personal emergencies are handled.**

\_\_\_\_\_ **Explain the inclement weather policy.**

\_\_\_\_\_ **Tour of the building.**

**Tour of the work site:**

- \_\_\_\_\_ Copy Machine
- \_\_\_\_\_ Fax Machine
- \_\_\_\_\_ Bathrooms
- \_\_\_\_\_ Water fountain
- \_\_\_\_\_ Tour of personal work space

(Point out all equipment and supplies that will be used regularly. Orient the new employee's space with regard to the rest of the building.)

\_\_\_\_\_ **Explain the scheduled work time.** (discuss flexibility, overtime rules, lunch period, break times)

**Explain policies regarding:**

- \_\_\_\_\_ Punctuality
- \_\_\_\_\_ Personal appearance and dress
- \_\_\_\_\_ Importance of good attendance
- \_\_\_\_\_ Entrance to facility off hours
- \_\_\_\_\_ Parking
- \_\_\_\_\_ Personal Calls
- \_\_\_\_\_ Smoking
- \_\_\_\_\_ Eating at workstation
- \_\_\_\_\_ Responsibility for good housekeeping
- \_\_\_\_\_ Procedure in case of fire and/or tornado
- \_\_\_\_\_ Location of first aid kits
- \_\_\_\_\_ E-mail and internet use
- \_\_\_\_\_ Importance of safety on the job

(Add any other points that are necessary or advantageous to the new employee.)

**DISCUSSION TOPICS AT THE END OF WEEK ONE:**

- \_\_\_\_\_ Progress to date
- \_\_\_\_\_ Employee's questions/obstacles
- \_\_\_\_\_ Job training schedule adjustments, if needed
- \_\_\_\_\_ Different agency functions
- \_\_\_\_\_ Role of department in organization
- \_\_\_\_\_ Safety policies
- \_\_\_\_\_ Safety training
- \_\_\_\_\_ Scheduling
- \_\_\_\_\_ Pay administration policies

**DISCUSSION TOPICS AT THE END OF WEEK TWO:**

- \_\_\_\_\_ Progress to date
- \_\_\_\_\_ Brief review of all first-day and first-week discussion items
- \_\_\_\_\_ Employee questions, comments and observations